

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, AUGUST 15, 2017 – 6:00 PM

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

RON MORRISON Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO Councilmember

MONA RIOS Councilmember

ALEJANDRA SOTELO-SOLIS Councilmember

1243 National City Blvd. National City 619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

- 1. <u>Introduction of New Employee Pamela Sosa, Parking Regulations</u> Officer. (Neighborhood Services)
- 2. Recognizing Police Corporal Steve Villariasa for his 20 years of service with the City of National City. (Police)
- 3. Recognizing Parks Equipment Operator Juan Piche for his 20 years of service with the City of National City. (Engineering/Public Works)
- 4. Farewell to 2016-2017 Miss National City Court and Introduction of 2017-2018 Miss National City Court. (Community Services)
- 5. Recognition of Outgoing Student Council Representative, Jose Estrada and Introduction of Incoming Student Council Representative, Erika Gastelum. (City Clerk)
- Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's comprehensive annual financial report and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National City's popular annual financial report from the Government Finance Officers Association for the fiscal year ended June 30, 2016. (Finance)
- 7. Presentation of the San Diego Housing Federation's Ruby Award for Paradise Creek Apartments as the 2017 New Construction Project of the Year. (Mary Jane Jagodzinski, Community HousingWorks)

PRESENTATIONS

8. "Elevate My Business" Economic Development Program Hosted by the National City Chamber of Commerce and Lift Development. (Kim Folsom, Serial Entrepreneur and Adjunct Professor National University, Founder, LIFT Development Enterprises, Inc., Co-Founder Founders First Capital Partners, LLC)

INTERVIEWS / APPOINTMENTS

9. <u>Interviews and Appointments: Veterans and Military Families Advisory</u> Committee. (City Clerk)

CONSENT CALENDAR

- 10. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
- 11. Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District for special events at the National City Aquatic Center and Pepper Park, with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY18 Tidelands Activation Grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget. (Community Services)
- 12. Resolution of the City Council of the City of National City rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant. (Community Services)
- 13. Resolution of the City Council of the City of National City authorizing 1) the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park; 2) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \$8,500 as required by KaBOOM!; 3) use of the General Fund Materials and Supplies balance to provide funds of \$3,500 for food, water, music, and tools; 4) the City Manager to execute the KaBOOM! Community Partner Playground Agreement; 5) the City Manager to execute necessary addendums to the Community Partner Playground Agreement. (Community Services)
- 14. Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp in the public right-of-way on Civic

- Center Drive for entry into the commercial building located at 1302 National City Blvd. (Engineering/Public Works)
- 15. Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Association (NJPA) Contract #032515-CNH to award the purchase of one (1) Case backhoe to Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57. (Engineering/Public Works)
- 16. Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17. (Engineering/Public Works)
- 17. Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Powers Association (NJPA) Contract #022014-SCA to award the purchase of one (1) 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12. (Engineering/Public Works)
- 18. Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in eligible project expenditures through the Highway Safety Improvement Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$625,230 and corresponding revenue budget. (Engineering/Public Works)
- 19. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement and authorizing the Mayor to execute an Agreement with Ti Training Corp., for the not to exceed amount of \$53,851.00 for the Police Department's purchase of a Use of Force Training Simulator system, that includes advising on the installation of a video projector and speakers at the police department, and onsite training for six police department employees in the operation of the system. (Police)

- 20. Resolution of the City Council of the City of National City adopting City Council Policy # 206, "Debt Management." (Finance)
- 21. <u>Temporary Use Permit Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29, 2017 thru October 31, 2017 with no waiver of fees. (Neighborhood Services)</u>
- 22. <u>Temporary Use Permit Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 11, 2017 from 9:45 a.m. to 3:00 p.m. with no waiver of fees. (Neighborhood Services)</u>
- 23. Warrant Register #1 for the period of 06/28/17 through 07/04/17 in the amount of \$3,006,289.71. (Finance)
- 24. Warrant Register #2 for the period of 07/05/17 through 07/11/17 in the amount of \$1,358,983.47. (Finance)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

- 25. Alternative resolutions of the City Council of the City of National City to approve or deny a Conditional Use Permit for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking at 2000 Roosevelt Avenue; City Council may approve either of the attached resolutions based on contained findings for denial or approval. (Applicant: Deborah Falk) (Case File No.: 2016-10 CUP) (Planning)
- 26. Resolution of the City Council of the City of National City authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services for City facilities. (Engineering/Public Works)
- 27. Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent. (Finance)

NEW BUSINESS

28. Report to City Council on services, tools, and strategies available to local government to expand existing outreach programs, and enhance or

<u>develop strategies for building and maintaining positive relationships in</u> support of immigrants. (City Manager)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

29. Resolution of the Community Development Commission-Housing Authority of the City of National City designating the Representatives authorized to order the deposit and withdrawal of monies with financial institutions on behalf of the Community Development Commission-Housing Authority. (Housing & Economic Development)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 5, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Introduction of New Employee - Pamela Sosa, Parking Regulations Officer. (Neighborhood Services)

Pamela Sosa Parking Regulations Officer (Neighborhood Services)

The following page(s) contain the backup material for Agenda Item: Recognizing Police Corporal Steve Villariasa for his 20 years of service with the City of National City. (Police)



JUL 1 3 2017
CITY OF NATIONAL CITY
CITY MANAGER'S OFFICE



City of National City MEMORANDUM

DATE:

July 12, 2017

TO:

Esther Clemente, Executive Assistant IV (City Manager's Office)

Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM:

Lilia Muñoz, Human Resources Analyst

SUBJECT:

EMPLOYEE SERVICE RECOGNITION

The following City employee completed his 20 years of service with the City of National City on July 2, 2017:

NAME: Steve Villariasa POSITION: Police Corporal HIRED: July 2, 1997

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of <u>Tuesday</u>, <u>August 15</u>, <u>2017</u>.

If this is acceptable, please make the necessary arrangements and send confirmation of the schedule to the employee, department and our office. The recognition letter and gift card(s) selection will be sent prior to the meeting.

Thank you.

cc: Corporal Steve Villariasa

Chief Rodriguez

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: Recognizing Parks Equipment Operator Juan Piche for his 20 years of service with the City of National City. (Engineering/Public Works)





City of National City MEMORANDUM

DATE:

July 27, 2017

TO:

Esther Clemente, Executive Assistant IV (City Manager's Office)

Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM:

Lilia Muñoz, Human Resources Analyst

8W

SUBJECT:

EMPLOYEE SERVICE RECOGNITION

The following City employee will complete his 20 years of service with the City of National City on August 13, 2017:

NAME:

Juan Piche

POSITION:

Parks Equipment Operator

HIRED:

August 13, 1997

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of <u>Tuesday</u>, <u>August 15</u>, <u>2017</u>.

If this is acceptable, please make the necessary arrangements and send confirmation of the schedule to the employee, department and our office. The recognition letter and gift card(s) selection memo will be sent prior to the meeting.

Thank you.

cc: Juan Piche, Parks Equipment Operator Miguel Diaz, Park Superintendent

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: Farewell to 2016-2017 Miss National City Court and Introduction of 2017-2018 Miss National City Court. (Community Services)

Item # ____ 8/15/17

Farewell to 2016-2017 Miss National City Court and Introduction of 2017-2018 Miss National City Court (Community Services)

The following page(s) contain the backup material for Agenda Item: Recognition of Outgoing Student Council Representative, Jose Estrada and Introduction of Incoming Student Council Representative, Erika Gastelum. (City Clerk)

Item # ____ 08/15/17

RECOGNITION OF OUTGOING STUDENT COUNCIL REPRESENTATIVE, JOSE ESTRADA AND INTRODUCTION OF INCOMING STUDENT COUNCIL REPRESENTATIVE, ERIKA GASTELUM

City Clerk

The following page(s) contain the backup material for Agenda Item: Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's comprehensive annual financial report and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.:

ITEM TITLE: Receipt of the Certificate of Achievement for Excellence City's comprehensive annual financial report and the Annual Financial Reporting for the City of National City Government Finance Officers Association for the fiscal	Award for Outstanding y's popular annual fin	g Achievement in Po ancial report from th	pular
PREPARED BY: Mark Roberts, Director of Finance PHONE: 619-336-4330 EXPLANATION: See attached explanation.	DEPARTMENT: FAPPROVED BY:	Finance Mark Ralutto	and the second s
FINANCIAL STATEMENT: ACCOUNT NO. NA	APPROVED:		FINANCE MIS
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to envi			
STAFF RECOMMENDATION: BOARD / COMMISSION RECOMMENDATION:			
ATTACHMENTS: 1. Certificate of Achievement for Excellence in Finance 2. Award for Outstanding Achievement in Popular And	. •	ing	

Attachment

Receipt of the Certificate of Achievement for Excellence in Financial Reporting for the City of National City's comprehensive annual financial report and the Award for Outstanding Achievement in Popular Annual Financial Reporting for the City of National City's popular annual financial report from the Government Finance Officers Association for the fiscal year ended June 30, 2016.

August 15, 2017

Explanation

The Government Finance Officers Association (GFOA) has awarded its Certificate of Achievement for Excellence in Financial Reporting to the City of National City for its comprehensive annual financial report (CAFR) for fiscal year 2016. The GFOA has also awarded its Award for Outstanding Achievement in Popular Annual Financial Reporting to the City for its popular annual financial report (PAFR) for fiscal year 2016.

The Certificate of Achievement for Excellence in Financial Reporting is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. In order to receive the award, a governmental unit must publish an easily readable and efficiently organized CAFR that satisfies both generally accepted accounting principles and applicable program requirements.

In order to receive the Award for Outstanding Achievement in Popular Annual Financial Reporting, a governmental unit must publish a PAFR whose contents conform to program standards of creativity, presentation, understandability, and reader appeal.

The awards are valid for a period of one year only. We believe the fiscal year 2017 CAFR and PAFR will continue to meet the GFOA programs' requirements, and we will submit each of them to the GFOA to determine their eligibility for another award.



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of National City California

For its Comprehensive Annual Financial Report for the Fiscal Year Ended

June 30, 2016

Executive Director/CEO



Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

City of National City California

For its Annual
Financial Report
for the Fiscal Year Ended

June 30, 2016

Executive Director/CEO

The following page(s) contain the backup material for Agenda Item: Presentation of the San Diego Housing Federation's Ruby Award for Paradise Creek Apartments as the 2017 New Construction Project of the Year. (Mary Jane Jagodzinski, Community HousingWorks)

Item	#			-
08/	15	5/20)1	7

Presentation of the San Diego Housing Federation's Ruby Award for Paradise Creek Apartments as the 2017 New Construction Project of the Year

(Mary Jane Jagodzinski, Community HousingWorks representing Related California and Community HousingWorks)

The following page(s) contain the backup material for Agenda Item: "Elevate My Business" Economic Development Program Hosted by the National City Chamber of Commerce and Lift Development. (Kim Folsom, Serial Entrepreneur and Adjunct Professor National University, Founder, LIFT Development Enterprises, Inc., Co-Founder F

Item #
08/15/17

"ELEVATE MY BUSINESS" ECONOMIC DEVELOPMENT PROGRAM HOSTED BY THE NATIONAL CITY CHAMBER OF COMMERCE AND LIFT DEVELOPMENT

(Kim Folsom, Serial Entrepreneur and Adjunct Professor National University, Founder, LIFT Development Enterprises, Inc., Co-Founder Founders First Capital Partners, LLC)

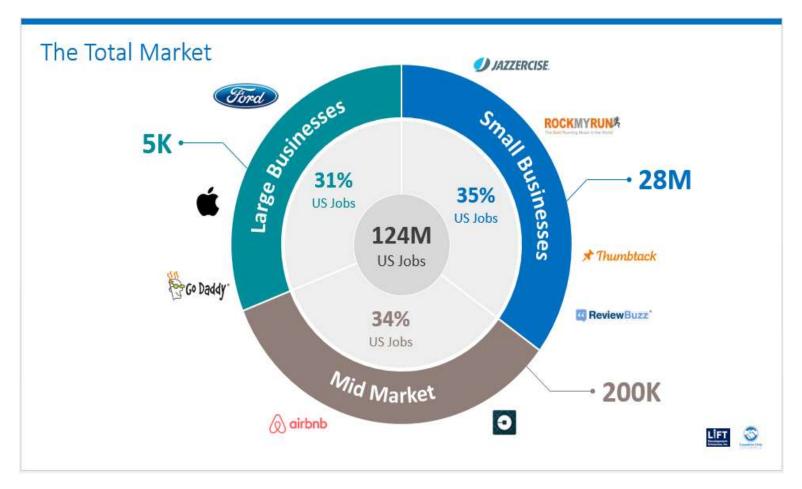


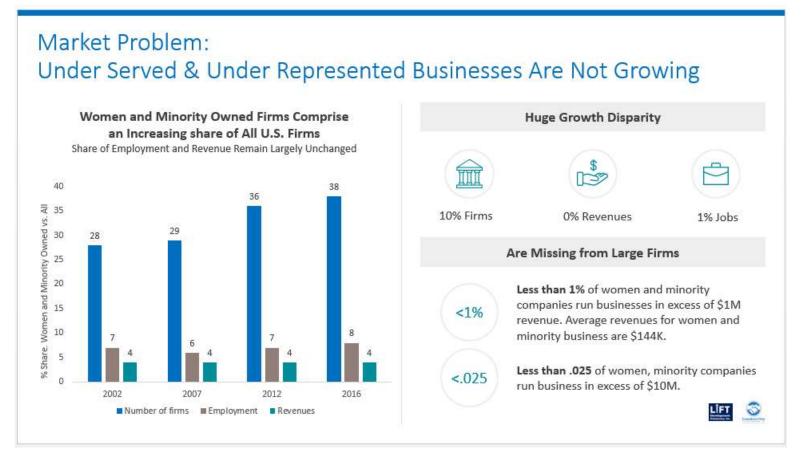


Elevate My Business ChallengeTM

Urban Economic Development Program Overview Presentation for Program Partners







Accelerators Are Great Eco-Systems for Effective Job Creators

Accelerators are providing a rich eco-system at top universities to students to start, fund and grow top revenue generating and job creators. **Top 10** Accelerators are within **5 miles** from top schools for entrepreneurship: Stanford and Harvard.





Founders and companies participating in accelerators perform much better:

Top Accelerators Have Helped Produce Companies







Grow in Revenue



Increase in Awareness Within Marketplace

2K

Companies

\$1.8B

1.00

Investment

Jobs

7800+







Target Businesses: Annual Revenues of \$100,000+
Scholarships available for Minority-, Women-, and Veteran-owned businesses
60-day Mini-Accelerator hosted at National University/South Bay Campus
Register at: http://ncc5kembchallenge.liftde.org

_	usiness, not just IN your business! / Special tuition of \$150	November 30, 2017	
S	ession / Content / Benefits	Date	National City Aquatic Center
i.	How to spot growth opportunities, and identify which can maximize your revenue gains. Converting opportunities to action.	October 5th (Thurs) (9-11 am)	10-Minute Presentation Opportunity to Win Cash Prizes for 1st place (\$2500), 2nd Place (\$1500), 3rd Place (\$1000) Celebrate with Family, Friends and Fellow Participants Winners Qualify to Participate in nextlevel Founders Winter 2018 "Boot Camp" Ideal candidates include businesses: with flat sales OR wanting to hit the "nextlevel" OR looking to build value for future sale OR wanting to recapture momentum.
t.	How to leverage your strength to choose strategies to make growth happen and surpass your competition. Doing the right things, not just doing things right.	October 19th (Thurs) (2-3:30 pm)	
	Secrets of leadership and attracting, retaining talent. How to build a high performing team and empower your organization. Identifying and recruiting new partners, resource providers as "stakeholders."	November 2nd (Thurs) (2-3:30 pm)	
	Weys to tell your business story to win new customers, key partners, talent or funders. Keeping your personal and professional "edge."	November 16th (Thurs) (2-3:30 pm)	
	Present your newty revitalized, re-imagined, ramped-up business infused with your passion in a dynamic 10-minute story.	November 30th (Thurs) (2-3:30 pm)	

PARTNERS:









Why Consider Participating

You REALLY want to grow you company ..BUT

- You have been stuck at six figures revenues and low/no growth for more than 1 a year...You WANT help with ways to grow
- Your revenues are going down..You're facing a lot of competition and WANT alternative methods for identifying growth opportunities.
- You'd WANT to access funding/capital to grow your business but you've been denied or don't know how
- You WANT to add qualified team members to help you grow your team but you need help with the process
- You WANT help from business owners who have overcome these issues and more...

What type of companies

Must generate at least \$100K per year and...

- Service provider companies
- Product companies
- Ecommerce companies
- Retail companies
- Software companies

About LIFT Development Enterprises, Inc.

LIFT Development Enterprise (LIFT), a San Diego, CA based, not-for-profit, community development organization and small business accelerator with a mission to help underserved and under represented small business owners overcome the challenges they face due to by lack of access to capital and to assist them in increasing business capacity resulting in higher revenue growth and providing more jobs.

LIFT have developed several unique programs to provide solutions to this GAP in the market. Two most notable our Founders Business Growth BootcampTM and Elevate My Business ChallengeTM.



LIFT Programs Performance

Performance Results from our Founders Bootcamp and Fast Path Programs:

#Companies Served: 35

#Revenues Generated by Companies: \$19.2M

#Jobs Created Companies: 37

Funding Generated by Companies: \$4.55M

Program Instructors



Kim FolsomSerial Entrepreneur
Professor National University



Del LewisSerial Entrepreneur
Former Vistage Chair



Cong Cong Zheng
Global Entrepreneur
Professor SDSU

Se	ession / Content / Benefits	Date
1.	How to spot growth opportunities, and identify which can maximize your revenue gains. Converting opportunities to action.	October 5 th (Thurs) (9-11 am)
2.	How to leverage your strength to choose strategies to make growth happen and surpass your competition. Doing the right things, not just doing things right.	October 19 th (Thurs) (2-3:30 pm)
3.	Secrets of leadership and attracting, retaining talent. How to build a high performing team and empower your organization. Identifying and recruiting new partners, resource providers as "stakeholders."	November 2 nd (Thurs) (2-3:30 pm)
4.	Ways to tell your business story to win new customers, key partners, talent or funders. Keeping your personal and professional "edge."	November 16 th (Thurs (2-3:30 pm)
<u>.</u>	Present your newly revitalized, re-imagined, ramped-up business infused with your passion in a dynamic 10-minute story.	November 30 th (Thurs (2-3:30 pm)

Bootcamp Case Study: Service Provider

7 year old company

- Pre-Bootcamp company revenues were "lumpy transactional" project only
- By attending Bootcamp learned about recurring revenue, selling to distribution partners and hiring right
- Learned to analyze customer needs and customer satisfaction
- Added support recurring revenue stream
- On pace to "double" annual revenues
- Added support team



Linda Amaro, CEO



Daniel Amaro, Managing Director



Matt Fishman, Managing Director



How to Apply? Go NCC Website OR http://ncc5kembchallenge.liftde.org/



How Can You Support Us

Recommend Small Business Owners to Register to attend National City Chamber of Commerce Website Now thru September 15, 2017

Help us take 25 southbay small business owners to the next level

- Requirements: Revenue generating business of \$100K
- Costs: \$150 / \$75 for Chamber and Partner Members
- Scholarships: Women, Ethnic Minority or Military Veterans
- **Contact**: Jacqueline Reynoso (619) 890-6614

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Veterans and Military Families Advisory Committee. (City Clerk)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

August 15, 2017	AGI	ENDA ITEM NO.
ITEM TITLE:		
Interviews and Appointments: Veterans and	Military Families Advisory Committee	e (City Clerk)
PREPARED BY: Michael R. Dalla	DEPARTMENT: City Clerk	
PHONE: 619-336-4226	APPROVED BY:	
EXPLANATION:		
Earlier this year the City Council adopted C Veterans and Military Families Advisory Commit	Ordinance 2017-2432 establishing attee.	an eleven member
To date, 9 individuals have submitted application been invited to appear for interview at the August	ons for appointment to the committe st 15 th City Council meeting.	e. All of them have
FINANCIAL STATEMENT:	APPROVED:	-
ACCOUNT NO.	APPROVED:	Finance MIS
		IIIIO
ENVIRONMENTAL REVIEW:		
	DOPTION:	
ORDINANCE: INTRODUCTION: FINAL A	DOPTION:	
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ORDINANCE: INTRODUCTION: FINAL ASSTAFF RECOMMENDATION: Conduct interviews	DOPTION:	
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ORDINANCE: INTRODUCTION: FINAL ASTAFF RECOMMENDATION: Conduct interviews BOARD / COMMISSION RECOMMENDATION:	DOPTION:	
ORDINANCE: INTRODUCTION: FINAL ASSTAFF RECOMMENDATION: Conduct interviews	DOPTION:	

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

	······································
Community & Police Relations Commission* (CPRC)	Civil Service Committee
Library Board of Trustees	Planning Commission
Parks, Recreation & Senior Citizens Advisory Board	Public Art Committee*
∠ Veterans & Military Families Advisory Committee*	Traffic Safety Committee
Note: Applicants must be residents of the City of National (City except for those marked by an *
Applicants for the Community and Police Relations C background check prior to appointment.	commission must pass a criminal
lame: Victor E. Barayas E-Mail:	: Victor EBOrajas @ yahoo. Com
lome Address: 615 Horbison Avc. NC	Tel. No.: 619-730-9883
usiness Affiliation:	_Title:
dusiness Address:	Tel. No.:
ength of Residence in National City: 10 405. San Diego C	County: 10yrs California: 10yrs .
Educational Background: Buchelux of Science	
Senior Professional in Human Resources (Si	PHR) Certification.
Occupational Experience: Mediatron, Conflict R	icsolution, Investigations,
Recruiting, Point of Entry assistance.	
Professional or Technical Organization Memberships:	
Human Resources Management. Employer Supp	
Civic or Community Experience, Membership, or Previous Pub	
Community Police Relations Commission; C	
Experience or Special Knowledge Pertaining to Area of Interes	
Over 10 years of experience working with 1	
Have you ever been convicted of a felony crime? No: Yes: f any convictions were expunged disclosure is not requidisqualifying. Please feel free to provide an explanation or inabove two questions.	misdemeanor crime? No: ∠Yes: ired. Convictions are not necessarily
	2017
	2 = -
Date: 5/1/17 Signature: 1/1/2	T NAY
Please feel free to provide additional information	n or letters of endorsement.
Please return completed form to: Office of the City Clerk 1243 National City Blvd., I	National City, CA 99950
Thank you for your interest in serving the	7 5
THAT YOU TO YOU HILD EST IN SELVING THE	OILY OF INGLIONAL OILY.

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

	AND COMMITTEES
Community & Police Relations Commission* (CPRC)	Civil Service Committee
Library Board of Trustees	Planning Commission
Parks, Recreation & Senior Citizens Advisory Board	Public Art Committee*
X Veterans & Military Families Advisory Committee*	Traffic Safety Committee
Note: Applicants must be residents of the City of National	City except for those marked by an *
Applicants for the Community and Police Relations background check prior to appointment.	
Name: Shirley Ferrill E-Mai	ii: Shirleyazf36@gmail. Com
00 - 111111 01	Tel. No.: 619 367-2516
Business Affiliation: (NONE - RETIRED)	Title:
Business Address:	Tel. No.:
Length of Residence in National City: 45 yr. San Diego	County: 50 UV California: 52 UV
Educational Background: High School Graduate	,
Occupational Experience: Clerical; public spe	aking loadenshin
organizational:	there is the second sec
Professional or Technical Organization Memberships: Ame	rican Legister HEW Aux
N.C. Chamber of Commerce; Militar	in Waman Aim
Civic or Community Experience, Membership, or Previous Pu	this Coning American
Catabana A Della La morat Canana Manager	Ablic Service Appointments:
Community Development Comm; Mayor	waters Baytront Dev. Comn
Experience or Special Knowledge Pertaining to Area of Interest	
Veteran of U.S. Navy; served on Wormen	norial Rededication Comm.
Have you ever been convicted of a felony crime? No: X Yes: If any convictions were expunged disclosure is not requising a lease feel free to provide an explanation or above two questions.	uired. Convictions are not necessarily
	20
	3 5
Date: 03 29 17 Signature: Shirley	a. Jerrile & RECO
Please feel free to provide additional information	on or letters of endorsement
Please return completed form to: Office of the City Clerk	National City, CA 91950
Thank you for your interest in serving the	4
Jean Jean Jean Interest in Serving the	o oity of ivalional oity.

This documents is filed as a public document

Revised: February 2017

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Community & Police R	elations Commission* (CPRC)	Civil Service Committee
Library Board of Truste		Planning Commission
	enior Citizens Advisory Board	Public Art Committee*
_X Veterans & Military F	amilies Advisory Committee*	Traffic Safety Committee
Note: Applicants must	be residents of the City of National (City except for those marked by an *
Applicants for the	e Community and Police Relations C ck prior to appointment.	commission must pass a criminal
Name: _Darnisha Hunter_	E-Mail: _dhun	etr@sanidego.gov
Home Address: _1486 14 th Affiliation:Office of May	Street, Imperial Beach, CA 91932 yor Kevin L. Faulconer Title: _	_Tel. No.: 702.575.4109_Business _Military and Veteran Advocate_
Business Address:202 (C. Street 11 th Floor San Diego, CA 9	92101 Tel. No.: 619,236,6568
Length of Residence in Na	tional City: San Diego C	County:6yrs California:6yrs.
Educational Background: _	_Some College	
Occupational Experience:	l've worked with the Military and \	Veterans over 25 vrs. I taught
		tly on the USO Gala Committee and
	oning Committee	
		nber of the Veteran Coalition, Volunteer
USO	Well	moor of the veteral regalition, volunteer
		olic Service Appointments:I sit on
	ard for the City of Imperial Beach.	_
Experience or Special Kno	wledge Pertaining to Area of Interes	st: Working with Veterans with to help
	lian employment market for over 25	
X If any convictions we disqualifying. Please feel above two questions.	re expunged disclosure is not rea	es: misdemeanor crime? No: Yes: uired. Convictions are not necessarily formation regarding yes answers to the riving
Date: _4/14/2017	Signature:	
Please feel fr	ree to provide additional information	or letters of endorsement.
	orm to: Office of the City Clerk 1243 National City Blvd., N	9
Thank	you for your interest in serving the	

This documents is filed as a public document

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Community & Police Relations Commission* (CPRC)	Civil Service Committee
Library Board of Trustees	Planning Commission
Parks, Recreation & Senior Citizens Advisory Board	Public Art Committee*
X Veterans & Military Families Advisory Committee*	Traffic Safety Committee
Note: Applicants must be residents of the City of National City	except for those marked by an *
Applicants for the Community and Police Relations Community background check prior to appointment.	nission must pass a criminal
Name: Mike Judd E-Mail: Mike.Judd@vvsd.net	
Home Address: 625 N. Cuyamaca St, El Cajon, CA 92020 Tel. No	.: 6195699971
Business Affiliation: <u>Veterans Village of San Diego</u> Title: <u>SS</u>	SVF Program Supervisor
Business Address: <u>4141 Pacific Highway, San Diego, CA 92110</u>	Tel. No.: <u>6199612165</u> , ext. 4697
Length of Residence in National City:0_ San Diego County: _	29 Years California: 29 years
Educational Background: BS in Psychology (Pending)	
Occupational Experience: <u>US Army: 5 years, California National G</u>	Guard: 4.5 Years, Veterans Village
of San Diego: 8.5 years	
Professional or Technical Organization Memberships: Veterans	and Family Forum (Current)
Civic or Community Experience, Membership, or Previous Public	Service Appointments: Chair of
Veteran Transition Workgroup for San Diego Veterans Coalition (2010)
Experience or Special Knowledge Pertaining to Area of Interest:	Last 8.5 years with VVSD working
with the VA, DOD, Police Departments, Community Partners, and	
as Reps from Duncan Hunter and Scott Peters office – All for Vet	
Have you ever been convicted of a Felony crime? No If any convictions were expunged disclosure is not required disqualifying. Please feel free to provide an explanation or infor above two questions.	Misdemeanor crime? No Convictions are not necessarily
Date: 20 471 Signature: 4	. M

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk

1243 Nati

lvd., National City, CA 91950

Mike Dalla

From:

Esther Clemente

Sent:

Thursday, April 20, 2017 11:51 AM

To:

Mike Dalla

Subject:

FW: Veterans and Military Families Advisory Committee Application

Attachments:

VMFAC Application - MJudd.pdf

From: Mike Judd [mailto:mike.judd@vvsd.net]
Sent: Thursday, April 20, 2017 11:08 AM
To: Clerk <Clerk@nationalcityca.gov>

Subject: Veterans and Military Families Advisory Committee Application

Good Morning, Mr. Dalla!

My name is Mike Judd and I've been a San Diego County Resident for the majority of my life. I caught wind of the City Manager's suggestion to begin an advisory committee for the City Council of National City that would discuss and handle Veteran and Military issues. I'm interested in taking part in this advisory committee as not only a combat veteran myself, but also as a provider of Veteran services in San Diego County. I've spent the last 8.5 years working at Veterans Village of San Diego with veterans of all eras by providing peer support, resources and referrals, and am now a Program Supervisor for a multimillion dollar grant that provides financial assistance to homeless veterans. As you are probably aware, Veterans Village of San Diego has been around for over 30 years and while it still maintains a heavy focus on in-patient treatment for substance abuse and mental health, it also maintains three rapid rehousing grant's providing almost \$1.5 million annually in temporary financial assistance to homeless veterans. I began my work at VVSD, and spent 4 years doing so, working solely with Iraq and Afghanistan veterans who were having trouble returning to civilian life after their time at war. I took part in the creation and growth of the very first veteran specific helpline, Courage to Call, which is now run by 2-1-1. I've worked with and have been a part of the San Diego Veterans Coalition and sit on the advisory board for Veterans and Family Forum (VetFam) and would love to provide my knowledge and experience to the National City attempt at tackling Veteran and Military issues. Thank you for your consideration.

If you have any questions, comments, or concerns, I can be reach at the contact information below.

Mike Judd Program Supervisor Supportive Services for Veteran Families (SSVF) – Priority 1 Veterans Village of San Diego Cellphone: 619.569.9971

Office: 619.961.2165 Ext: 4697

Fax: 619.961.2167 www.vvsd.net

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Community & Police Relations Commission* (CPRC	Civil Service Committee
Library Board of Trustees	Planning Commission
Parks, Recreation & Senior Citizens Advisory Board	Public Art Committee*
XVeterans & Military Families Advisory Committee*	Traffic Safety Committee
Note: Applicants must be residents of the City of Na	tional City except for those marked by an *
Applicants for the Community and Police Related background check prior to appointment.	tions Commission must pass a criminal
Name: Mona S. Minton E-Mail: mminton@	neighborhoodhouse.org
Home Address:	Tel. No.:
Business Affiliation:	Title: General Manager
Business Address: 56660 Copley Dr. SD CA 92111	Tel. No.: 858-715-2642
Length of Residence in National City: San D	Diego County: 5 yrs. California:
Educational Background: PhD- Clinical Psychology, MA	in Marriage & Family Therapy
Occupational Experience: As the General Manager, Pro	grams/Clinics/Community Affairs at The
Neighborhood House Association located in San Diego	CA, I have an extensive background working
with children, adolescence, adults and older adults strug	ggling with chemical dependency,
homelessness, life skills and mental health disorders. I	have a PhD in Clinical Psychology and a
Masters in Marriage and Family Therapy. I speak and u	understand multiple languages (English,
Spanish, Hindi and Gujarati) and currently serve on 6 c	ommittees throughout the East/Central San
Diego and North County Region lending my expertise to	o address a variety of socio-economic, gender
and cultural issues. While working for other organization	ns such as Circle of Friends, Department of
Family Services, North County Serenity House, Mental	
San Diego County Jails, I have made significant contrib	
intervention, treatment and recovery programs.	
Professional or Technical Organization Memberships:	San Diego Senior Alliance, CFAR Disparities
Care Community Advisory Board, RJDCF Volunteer Ad	
& Procedure Committee.	
Civic or Community Experience Membership or Previo	ous Public Service Appointments:

Experience or Special Knowledge Pertaining to Area of Interest: I have over 16 years of experience working with the population mentioned above and working for Neighborhood House Association over 4 years I've been able to make a significant contribution to all the programs that provide services to our Veterans population, some of those services are Mental Health Assessment, Psychiatric Evaluation, Medication Management, Individual and group therapy, Rehabilitative and recovery

activities, Case Management, Crisis Intervention and serving over 117,000 meals to Adults and Veterans annually through our NHA Central Kitchen.

Have you ever been convicted of a felony crime? No: X Yes: misdemeanor crime? No: X Yes: ___ If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 4/18/2017

Signature:

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk

1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

This documents is filed as a public document

Revised: February 2017

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month 5:30 p.m. - City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November 6:00 p.m. - City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month 4:30 p.m. - National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD Third Thursday of every month

4:00 p.m - City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month 6:00 p.m. - City Council Chambers

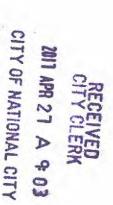
PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October 3:00 p.m. - City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

Second Wednesday of every month 2:00 p.m. - City Hall Large Conference Room

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APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Community & Police Relations Commission* (CPRC)	Civi	I Service	Comn	nittee	
Library Board of Trustees		nning Cor			
Parks, Recreation & Senior Citizens Advisory Board	Pub	olic Art Co	mmitt	ee*	
× Veterans & Military Families Advisory Committee*	Tra	ffic Safety	/ Com	mitte	е
Note: Applicants must be residents of the City of National C	ity except f	or those n	narked	by a	n *
Applicants for the Community and Police Relations C background check prior to appointment.	ommission	must pas	s a cri	mina	1
Name: Stepheni Norton E-Mail:					
steph@steph-n-i.com					
Home Address: 1430 E 24th St, National City, CA 6196028951	Tel.	No.:			
Business Affiliation:	_ Title:		0		
			YTE	281	
Business Address:	Т	el. No.:	유	AP	CR
Length of Residence in National City: 5 San Diego C	ounty: <u>26</u>	el. No.: Cal	ifoma	1-3 A	YOLER
Educational Background:			0	٠	70
Entrepreneurial Business Management, Pepperdine University			Y	0	
Veteran Entrepreneurship (V-WISE), Syracuse University - Martin J. Whitman School of Mana	agement, 2013				
Occupational Experience:					
retired Chief Petty Officer and decorated military Veteran, with significant experience within the international government.	nent sector - local, s	tate			
and federal regulatory compliance, as well as technology experience in research and develop	ment labs, the le	egal sector, an	d manufa	acturing	
<u> </u>					
Professional or Technical Organization Memberships:					
member Homegrown by Heroes, Farmer Veteran Coalition,					
USCG Chief Petty Officers Association, Coalltion for Veteran Owned Business					
Civic or Community Experience, Membership, or Previous Pub	lic Service	Appointm	nents:		
Member National City Chamber of Commerce, Member San Diego Food Systems Alliance					
Experience or Special Knowledge Pertaining to Area of Interes	st:				
Retired U.S. Coast Guard Chief, decorated veteran. See attached bio-sketch					
Have you ever been convicted of a felony crime? No: X Yes:	mindom			~ · V	V

51 of 400

	expunged disclosure is not required I free to provide an explanation or infor	
Date: 3/31/2017	Signature:	
	free to provide additional information or form to: Office of the City Clerk 1243 National City Blvd., Nati	
Than	k you for your interest in serving the Cit	y of National City.
This documents is filed as a p 2017	ublic document	Revised: February

BOARDS, COMMISSIONS & COMMITTEES

Meeting Times and Locations

CIVIL SERVICE COMMISSION

Second Thursday of every other month 5:30 p.m. – City Hall Large Conference Room

COMMUNITY AND POLICE RELATIONS COMMISSION

Third Thursday of February, May, August & November 6:00 p.m. – City Council Chambers

LIBRARY BOARD OF TRUSTEES

Second Wednesday of every month 4:30 p.m. – National City Public Library

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD

Third Thursday of every month 4:00 p.m – City Hall Large Conference Room

PLANNING COMMISSION

First and Third Monday of every month 6:00 p.m. – City Council Chambers

PUBLIC ART COMMITTEE

Fourth Tuesday of January, April, July, October 3:00 p.m. – City Hall Large Conference Room

TRAFFIC SAFETY COMMITTEE

52 of 400

A retired Chief Petty Officer and decorated military Veteran, with significant experience within entrepreneurial business management, government sector - local, state, federal and international regulatory compliance, as well as technology experience in research and development labs, the legal sector, and manufacturing.

PROFESSIONAL EXPERIENCE

SMALL BUSINESS ENTREPRENEUR. 04/2003 to present

Startup and Growth Strategy. Set company vision, mission and goals. Prepare business plan, operation plan, marketing and sales plan, financial plan, and contingencies. Research and determine target market and competitors' strengths and characteristics. Plan and execute companies marketing and advertising plan. Hire and work closely with design resources to develop marketing and advertising copy and materials. Author classified ads, press and news releases, and article contributions to publicize the company. Locate and network with potential clients and suppliers. Create company data management plan; hire and work closely with administrative resources to manage and organize company data. Manage company A/P, A/R, payroll, tax and financial statements preparation. Manage customer feedback, act on their comments to ensure that their requests are taken care of.

Dickinson Farm.
Small plot urban farm.
2014 to present

Tradesmen.Commercial income property and event space.
2013 to present

Dale St, South Park. Residential income property. 2008 to present

21 CFR Consulting, LLC.
Pharmaceutical, medical device and biotechnology software compliance consulting. 2003 to 2008

YEOMAN. U.S. Coast Guard Reserve, 02/2010 to 08/2015.

Leadership. Forward deployed, during Deepwater Horizon incident response and Operations Enduring Freedom, managing human resources, travel, pay and personnel administration for up to 2500 service members. Recruit Company Mentor, mentored new recruits into the highly-motivated apprentices needed to do Coast Guard work. Meritoriously advanced to Chief Petty Officer.

Program Development. Developed mobilization process benchmarked by the fleet, including tracking tool to manage, track and report on the over 4000 data points, generated by the mobilization of 77 service members. Developed a document management system to support the life cycle management of document based information to capture, storage, classify, index, version, and maintain required Unit directives and correspondence. Reduced lost items by over 95%.

Research and Data Management. Managing project officer for multi-district consolidation and reorganization - focused on requirement gathering and validation, process definition and improvement. Developed various metric gathering and reporting tools for over 2000 data points.

Military Awards.

Coast Guard Commendation Medal; Army Commendation Medal, with Operational Distinguishing Device; Coast Guard Achievement Medal; Coast Guard Commandant Letter of Commendation Ribbon with Operational Distinguishing Device and Bronze Star; National Defense Service Medal with Bronze Star; Global War on Terrorism Expeditionary Medal; Global War on Terrorism Service Medal; Armed Forces Reserve Medal with two Mobilization devices; Coast Guard Overseas Service Ribbon; Coast Guard Enlisted Person of the Year Ribbon; Military Outstanding Volunteer Service Medal; Coast Guard Good Conduct Medal; and various other team, unit and service awards.

OMBUDSMAN, U.S. Coast Guard, 09/2008 - 08/2013.

Program Development. Planned and executed first of its kind pre-deployment training collaborating with six community agencies to provide critical administrative, legal medial and work-life information to over 300 Coast Guard Members and family Members. Developed and implemented a strategic communication program to ensure effective communication between organizational leadership, community resources, Coast Guard Members and family Members during various short CONUS and long-term OCONUS deployments.

steph@steph-n-i.com

www.linkedin.com/in/stepheninorton/

Military Awards. Reserve Family Readiness Award. 2011, 2013

LEAD CONSULTANT. 2000 - 2008.

Leadership. Lead consultant and then business owner of a Global Software Compliance Consulting firm. Schedule included foreign and domestic travel over 80%. Provided regulatory compliance expertise worldwide. Managed project working and travel budgets between \$50K-1.2M. Contributing author to various industry publications including IVT's Journal of Validation Compliance, a periodical sought after by the FDA regulated industry for subject matter expert advice; as well as a speaker at numerous industry events.

RECENT EDUCATION & TRAINING

B.S., Business and Management, Pepperdine University, Currently
Sustainable Agriculture Training Program, Cal Poly – Pomona, 2017
Small Farms Program, Cornell University, 2016
Small-Scale Farming, Arizona State University Food System Transformation, 2015
Veteran Entrepreneurship (V-WISE), Syracuse University - Martin J. Whitman School of Management, 2013
Chiefs Call to Indoctrination, October 3, 2013

MEDIA APPERANCES

- "Veteran Leadership" Interview, The Profitable Farm with Charlotte Smith, March 20, 2017
- "Hungry for Fresh Produce", Californian Garden Magazine, January 25, 2017
- "Entrepreneur program gives veteran her 'tribe' back", American Legion Magazine, January 18, 2017
- "Craft beer and local produce", San Diego Reader, December 27, 2016
- "Savoring San Diego: An Epicurean Adventure", Travel Channel, December 14, 2016
- "Veterans in the Workplace", San Diego Union Tribune, October 9, 2016
- "Leading Lady", Syracuse University, November 7, 2016
- "Simple Business Planning for Urban Backyard Market Garden" Workshop, Women in Sustainable Agriculture Conference, Oregon State University, 2016
- "A Tale of Destruction" Interview, Impact Matters Podcast, May 8, 2016

BUSINESS HONORS

National City Business of the Year, Finalist. 2016

Emerging Woman Owned Business Award, Finalist. 2016

East Village Association - Most Collaborative Development, Finalist. 2015

Veteran of the Day, U.S. Department of Veterans Affairs, 2015

Student of the Week, Syracuse University, Institute for Veterans and Military Families. 2015

Shipmate of the Week, U.S. Coast Guard. 2013

Trooper Focus, The Wire, Joint Task Force Guantanamo Bay, Cuba. 2013

50 People to Watch, San Diego Magazine. 2012

Women Who Mean Business, Finalist, San Diego Business Journal. 2011

PROFESSIONAL MEMBERSHIP

Board Member, National City Chamber of Commerce Voting Member, San Diego Food System Alliance Member, U.S. Coast Guard Chief Petty Officers Association Member, Coalition for Veteran Owned Business Member, Farmer Veteran Coalition Member, Farm Bureau Member, National Young Farmers Coalition Certified Farm, Homegrown by Heroes Member, Slow Food USA & Urban San Diego Member, The Rosie Network

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Community & Police	Civil Service Committee	
Library Board of Tru	Planning Commission	
Parks, Recreation &	Senior Citizens Advisory Board	Public Art Committee*
X Veterans & Military F	Traffic Safety Committee	
Applicants for	ust be residents of the City of National C the Community and Police Relations Co	
background c	heck prior to appointment.	
Name:Damien	OsipE-Mail _dosip@westfield.c	om
Home Address: 1551 4 th	Ave Unit 507, San Diego, CA 92101 T	el. No.: 619-997-2 69 0
Business Affiliation: Wes	stfield Plaza Bonita and North County	Fitle: General Manager
Business Address: 3030 Tel. No.: 619-267-2850	Plaza Bonita Road, Suite 2075, Nation	nal City, CA 91950
Length of Residence in	National City: N/A San Diego County: 5	years California: 6 years
Educational Background	d: MA in Organizational Management a	nd BA in Political Science
Occupational Experience	e: US Air Force Officer for 6 years, Reta	ail Leadership 8 years, and 5 years in
Commercial Real Estate		
Professional or Technica	al Organization Memberships: North Co	ounty San Diego Chamber of
Commerce member		
Civic or Community Exp	erience, Membership, or Previous Publ	ic Service Appointments: Former
Board Member Escondi	do Chamber of Commerce	
Experience or Special K	nowledge Pertaining to Area of Interest	t: Former military officer
If any convictions wer disqualifying. Please for above two questions.	nvicted of a felony crime? No: X Yes:e expunged disclosure is not require eel free to provide an explanation or inf	ed. Convictions are not necessarily ormation regarding yes answers to the
Date: 4/28/17	Signature:	
Please fee	el free to provide additional information	or letters of endorsement.
Please return complete	d form to: Office of the City Clerk 1243 National City Blvd., N	ational City, CA 91950

This documents is filed as a public document

Thank you for your interest in serving the City of National City.

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

TO OTT BOARDS, COMMISSIONS	S, AND COMMINITIEES
Community & Police Relations Commission* (CPRC)	Civil Service Committee
Library Board of Trustees	Planning Commission
Parks, Recreation & Senior Citizens Advisory Board	Public Art Committee*
Veterans & Military Families Advisory Committee*	Traffic Safety Committee
Note: Applicants must be residents of the City of Natio	nal City except for those marked by an *
Applicants for the Community and Police Relation background check prior to appointment.	ns Commission must pass a criminal
Name: LMZ M. Ramirez E-	Mail: Sillieptpehotmail.com
Home Address: 1409 Darstmouth St. Chylavista.	en 91913 Tel. No.: 619-405-9829
Business Affiliation:	Title:
Business Address:	Tel. No.:
Length of Residence in National City: 154RS. San Die	go County: 1645, California: 3545
Educational Background: WILL RICEIVE BOWN	
00 December 2017.	9 9
Occupational Experience: Navy William 1999-	2003. Nommand ambucking
for USS cape St. Coponege, Navy Ex	hango (Sugars)
Professional or Technical Organization Memberships:	
Student Association	CHAINING JOSTINE
Civic or Community Experience, Membership, or Previous	Dublic Comice Arms' to
Wastonal City Host Lions Club Si	
Experience or Special Knowledge Pertaining to Area of In	
Been affiliated to the military	
Have you ever been convicted of a felony crime? No: Y Y If any convictions were expunged disclosure is not r disqualifying. Please feel free to provide an explanation above two questions.	es: misdemeanor crime? No:Yes:
Date: 52417 Signature:	m. Rou
Please feel free to provide additional inform	ation or letters of endorsement.
Please return completed form to: Office of the City Clerk	
	d., National City, CA 91950

This documents is filed as a public document

Revised: February 2017

Thank you for your interest in serving the City of National City.

Supplemental Application: National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. The Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: X Yes: Have you been convicted of a misdemeanor: No: X Yes: If any convictions were expunged disclosure is not required. Please feel free to provide an explanation or information regarding yes answers to the above two questions.	
	_

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

APPLICATION FOR APPOINTMENT TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

Community & Police Relations Commission	* (CPRC) Civil Service Committee
Library Board of Trustees	Planning Commission
Parks, Recreation & Senior Citizens Advisor	
X Veterans & Military Families Advisory Comm	
Note: Applicants must be residents of the Ci	ity of National City except for those marked by an *
Applicants for the Community and Poli background check prior to appointmen	lice Relations Commission must pass a criminal nt.
Name: Meg Stoner	E-Mail: mstorer@allsardiop.cra
Home Address: 6834 Noc Grave Way# 2	(\ \ \
Business Affiliation: 211 San Diego	Title: VKC Picsolant of Camingly & Course
Business Address: 3840 Call Fortuncia, 5	201 Drup 97123 Tel. No.: 858-377-1240
Length of Residence in National City:	San Diego County: California:
Educational Background: Mostos of Orto	in Nonprefit leartmentile and
Management from University of	
Occupational Experience:	
	2001 1 1 1 1 C C 2'
Professional or Technical Organization Members VELEVANS COLITION (SDVC)	ships: 21st VICE MESYNONT OF San Deep
Civic or Community Experience, Membership, or	r Previous Public Service Appointments:
Experience or Special Knowledge Pertaining to	Area of Interest:
If any convictions were expunged disclosure	Yes: misdemeanor crime? No:Yes: e is not required. Convictions are not necessarily eplanation or information regarding yes answers to the
Date: 3/28/17 Signature:	

Please feel free to provide additional information or letters of endorsement.

Please return completed form to: Office of the City Clerk
1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

This documents is filed as a public document

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ltem # ____ 08/15/17

MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY.

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District for spec

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.:

Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District for special events at the National City Aquatic Center and Pepper Park, with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY18 Tidelands Activation Grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget

the San Diego Unified Port District to receive FY18 Tidel establishment of a Reimbursable Grants Citywide Fund a budget. PREPARED BY: Audrey Denham PHONE: 619-336-4243 EXPLANATION: See staff report.	ands Activation Grant fu appropriation of \$10,000	nds; 3) and authorizing and corresponding re Community Services	g the
FINANCIAL STATEMENT:	APPROVED:		FINANCE
ACCOUNT NO. 282-00000-3699 (Reimbursable Grants Citywide Fund contract 282-418-058-299 (Reimbursable Grants Citywide Fund contract No financial impact on the City's General Fund budget. ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to environment ORDINANCE: INTRODUCTION FINAL ADOP	APPROVED: et services account) - \$10,0 et services account) - \$10,0 tt services account) - \$10,0		MIS
STAFF RECOMMENDATION: Adopt the resolution, 1) authorizing the acceptance of the S funds; 2) authorizing the City Manager to execute the agree Unified Port District 3) authorizing the establishment of a Reand corresponding revenue budget. BOARD / COMMISSION RECOMMENDATION:	ement between the City of	f National City and the S	San Diego
ATTACHMENTS: 1. Staff Report 2. Agreement			



City Council Staff Report

August 15, 2017

ITEM

Staff Report: Resolution of the City Council of the City of National City, 1) authorizing the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds of \$10,000 and \$2,460 in services provided by the San Diego Unified Port District for special events at the National City Aquatic Center and Pepper Park, with no matching funds required; 2) authorizing the City Manager to execute an agreement between the City of National City and the San Diego Unified Port District to receive FY18 Tidelands Activation Grant funds; 3) and authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget.

BACKGROUND

In an effort to support a vibrant and active waterfront, the San Diego Unified Port District (the Port) offers sponsorship of community organized events through the Tidelands Activation Program (TAP). The annual grant program supports events that engage the community and inspire visitors to enjoy San Diego Bay. Events are selected through a rigorous public evaluation process led by the TAP Advisory Committee, which includes members of the community. The City of National City (the City) was a recipient of the TAP grant in FY17, and received \$5,000 in funding and up to \$5,000 in Port provided services for Aquatic Adventures by the Bay. On May 27, the City hosted its first Aquatic Adventures by the Bay, a free event that included youth fishing, kayaking, rowing, stand up paddle boarding, a bike rodeo, bounce houses, scavenger hunts, boating, water safety and conservation vendors, face painting, arts and crafts, music, and opportunity drawings. Approximately, 250 people attended the 4 hour event and 80 youth and adults participated in kayaking, rowing and stand up paddle boarding.

For FY18 City staff applied for the TAP grant and requested additional funding to increase marketing, thus attendance, for Aquatic Adventures by the Bay and to add a new Family Fun and Fitness series at the Aquatic Center. The Family Fun and Fitness series will begin with a month of free yoga classes held every Saturday in September, as well as other free yoga and boot camp programs throughout the year. In April of 2017, the City was awarded \$10,000 in funding and \$2,460 in Port provided services for FY18.

DISCUSSION

In order to receive Port funding and services the City must enter into an agreement with the Port; following are key terms of the agreement:

City responsibilities:

- Include Port logo on visual materials such as flyers, posters, postcards, banners, videos, e-headers, newspaper/magazine ads, and giveaways
- Include Port logo on the City's webpage in the Events section
- Include Port logo and/or mention Port on social media posts
- Include Port logo and/or mention Port in press releases/media relations and City newsletter
- Hang Port banner in prominent location at the event
- Reserve prominent booth space for the Port to distribute promotional items and marketing materials

Port responsibilities:

- Financial support not to exceed \$10,000
- Service fee waivers not to exceed \$2,460
- Marketing and advertising support such as posting the event on Port webpage in Upcoming Events section, event creation on Facebook, and social media mentions on Facebook and Twitter
- Communications and publicity support such as mention of event in list of sponsored Tidelands Activation Program events press release and inclusion in E-blast distributions to Port newsletter subscribers
- Provide interactive booth with educational information and giveaways or provide materials for distribution and/or display

RECOMMENDATION

Adopt the resolution, 1) authorizing the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds; 2) authorizing the City Manager to execute the agreement between the City of National City and the San Diego Unified Port District 3) authorizing the establishment of a Reimbursable Grants Citywide Fund appropriation of \$10,000 and corresponding revenue budget.

FISCAL IMPACT

The City of National City shall be compensated and reimbursed by the San Diego Unified Port District on the basis of invoices submitted. The Department of Finance staff will establish the appropriation in the Reimbursable Grants Citywide Fund contract services account (282-418-058-299) and deposit reimbursements into the same fund account (282-00000-3699), thus having no financial impact on the City's General Fund budget.

AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and

CITY OF NATIONAL CITY

for THE CITY OF NATIONAL CITY'S FAMILY FUN AND FITNESS EVENT SERIES

AGREEMENT NO. 128-2017ND

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public

corporation (District) and CITY OF NATIONAL CITY, a California Municipality (Service

Provider).

Recitals:

District and Service Provider desire to enter into an agreement for promotional services

at The City of National City's Family Fun and Fitness Event Series.

Both parties agree to the following:

1. SCOPE OF SERVICES. Service Provider shall furnish all technical and

professional labor, and materials to satisfactorily comply with Attachment A,

Scope of Services, attached hereto and incorporated herein, as requested by

District. Service Provider shall keep the Executive Director of the District or their

designated representative informed of the progress of said services at all times.

2. **TERM OF AGREEMENT.** This Agreement shall commence on August 11, 2017

and shall terminate on September 16, 2018, subject to earlier termination as

provided below.

3. **COMPENSATION.** For performance of services rendered pursuant to this

Agreement and as further described in Attachment B, Compensation and

Invoicing, attached hereto and incorporated herein; District shall compensate

Service Provider based on the following, subject to the limitation of the maximum

expenditure provided herein:

a. **Maximum Expenditure.** The District shall pay the Service Provider

\$10,000.00, and provide \$2,460.00 in District Services for a maximum

expenditure under this Agreement not to exceed \$12,460.00. Said

Page 1 of 14

expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

b. Progress Documentation. At the District's request, Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- Such records shall be maintained by Service Provider for a period of three
 (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in

Agreement No. 128-2017ND
Service Provider: City of National City
Requesting Department: Waterfront Arts & Activation

progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS**

It may be necessary for Service Provider to sub-contract for the a. performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's Service Provider shall compensate each Service sub-contractors. Provider's sub-contractors in the time periods required by law. Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

b. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
- 7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.

9. **INDEMNIFY, DEFEND, HOLD HARMLESS**

- a. Duty to Indemnify, duty to defend and hold harmless: To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement or related to the 2017 "The City of National City's Family Fun and Fitness Event Series", or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.
- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate

in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.
 - (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit A, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-

insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

- (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.
- (4) Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of

Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.
- e. Service Provider may satisfy the requirements of this Section 10 by maintaining its lawful self-insured status with County Supervisors Association of California Excess Insurance Authority (CSAC-EIA) during the term of this Agreement. Customer maintains a self-insured retention of \$250,000 with CSAC-EIA.
- 11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District

shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

- 12. INDEPENDENT CONTRACTOR. Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
- 13. ADVICE OF COUNSEL. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
- 14. <u>INDEPENDENT REVIEW</u>. Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own

judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

- 15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
- 16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider, if any, pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District or as required by law. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District or as required by law.
- 17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at

any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this

Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.
- 19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such

expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no

expense to the District. If such expenses, miscellaneous charges, or other

liabilities or increased costs are not corrected or otherwise disposed of at no

expense to the District prior to completion date of the Agreement, the District is

authorized to pay for such expenses, miscellaneous charges, or other liabilities

or increased costs from the amounts retained as outlined above or to seek

reimbursement of same from the Service Provider. It is the express intent of the

parties to this Agreement to protect the District from loss because of conduct by

or on behalf of the Service Provider.

20. CAPTIONS. The captions by which the paragraphs of this Agreement are

identified are for convenience only and shall have no effect upon its

interpretation.

21. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this

Agreement that said Agreement shall not be complete nor effective until signed

by either the Executive Director (President/CEO) or Authorized Designee on

behalf of the District and by Authorized Representative of the Service Provider.

Submit all correspondence regarding this Agreement to: a.

Jim Hutzelman

Waterfront Arts & Activation

San Diego Unified Port District

P.O. Box 120488

San Diego, CA 92112-0488

Tel. 619-686-6545

Email: jhutzelm@portofsandiego.org

Agreement No. 128-2017ND Service Provider: City of National City Requesting Department: Waterfront Arts & Activation Page 13 of 14

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

> Leslie Deese City of National City 1243 National City Blvd. National City, CA 91950 Tel. 619-339-4240

Email: Ideese@nationalcityca.gov

c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT	CITY OF NATIONAL CITY
Yvonne Wise Director, Waterfront Arts & Activation	Leslie Deese City Manager
Approved as to form and legality: GENERAL COUNSEL	,
By: Assistant/Deputy	

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

Promotional Services

In return for a marketing sponsorship investment of \$10,000 in District funding and \$2,460 in District services, the Service Provider agrees to promote District and/or commerce, navigation, recreation, fisheries and tenant businesses on the District tidelands. The Service Provider agrees to provide the District the following in return for the marketing sponsorship investment:

Event Organizer will provide:

Marketing & Advertising Inclusion:

- Inclusion in visual materials:
 - o PoSD Logo in printed event art including flyers, posters, and postcards
 - PoSD Logo in digital event art including banners, memes, cover art, background art, and e-headers
 - o PoSD Logo in all print advertising including newspaper and magazine ads
- Inclusion in digital materials:
 - PoSD Logo on website with link to the <u>Port's TAP page</u>: https://www.portofsandiego.org/recreation/tidelands-activation-program.html
- Inclusion in Social Media
 - Facebook: Posts mentioning PoSD sponsorship tagging <u>@portofsandiego</u>,
 #SanDiegoBay and/or #GoSanDiego
 - Twitter: Tweets mentioning PoSD sponsorship tagging <u>@portofsandiego</u>, #SanDiegoBay and/or #GoSanDiego

Communications & Publicity Inclusion:

- Press Releases/Media Relations:
 - Include PoSD in list of sponsors in at least one press release
- Mention of PoSD as sponsor and inclusion of TAP Boiler in event specific Eblast distribution

On-Site Inclusion:

- Prominent PoSD TAP banner placement near stage or entry at all events
- Reserved prominent space for placement of Port's TAP Booth 10x10 or 10x20
- Opportunity to distribute promotional items and marketing materials at information booth or in gift bags

Port of San Diego to provide:

Financial Support: \$10,000 Service Fee Waivers: \$2,460 Marketing & Advertising support:

- Inclusion of event on PoSD TAP webpage in Upcoming Events section.
- Event Creation on Facebook with link back to event organization website for more information or ticket purchase
- Social media mentions on Facebook (35,000 fans) and Twitter (25,000 followers) tagging handles provided by event organizer, using #SanDiegoBay and/or #GoSanDiego

Communications & Publicity Inclusion:

- Mention in list of sponsored Tidelands Activation Program events press release sent out by the Port annually
- Inclusion in E-blast distributions to PoSD newsletter subscribers Community Events, Recreation & Tours list (1,500 subscribers) and/or Headlines list (2,500 subscribers).

On-Site MarCom presence:

- Interactive Booth 10x10 or 10x20 with educational information and giveaways
- Provided materials for distribution and/or display

Tidelands Activation Program Agreement: The parties acknowledge and agree the total amounts of cash and services provided by District through the 2018-19 Tidelands Activation Program may not equal the sums of cash and services granted in the Tidelands Activation Program Agreement, specifically cash and services. In such case, there is not a breach of the Tidelands Activation Program Agreement by the District. In the event the applicant disputes terms of the Tidelands Activation Program Agreement, applicant shall have no right to a credit or offset in any other agreements inclusive of the Tidelands Use & Occupancy Permit or leases between Parties.

In order to ensure payment of invoices, Service Provider will forward to District proof that it provided the above-mentioned promotional services prior to June 30, 2019.

District Stormwater Conditions

The District is charged with prohibiting all non-stormwater discharges into the stormwater conveyance systems on District tidelands pursuant to San Diego Regional Water Quality Control Board Order No. R9-2013-0001 (NPDES Permit No. CAS0109266, "Municipal Stormwater Permit"). The District has the authority under State law to make and enforce necessary rules and regulations governing, among other things, stormwater management and discharge control. The District's stormwater

regulations are found in Article 10 of the San Diego Unified Port District Code ("District Code").

Special events have been identified by the District as a potential source of non-stormwater discharges to the storm drain system and San Diego Bay. Discharges to the storm drain system or the Bay that are not entirely stormwater are considered a violation of the District's Code. To prevent unauthorized discharges, the District requires the implementation and maintenance of Best Management Practices (BMPs) at special events. Trash, bacteria and metals have been identified by the Port of San Diego as the highest priority pollutants for the bay. Any trash, sources of bacteria or metals that are generated by your event and not cleaned up will result in the issuance of an administrative citation. The discharge of any event-related material into the storm drain system or the bay will also result in an automatic issuance of a citation. BMPs specific to the activities planned for each special event are to be identified prior to the event time. In addition, the following BMPs must also be implemented as applicable:

- Trash dumpsters, portable toilets, or generators shall have secondary containment and must be located at least 10 feet away from any open stormdrain inlets or catch basins and the water's edge.
- All waste containers must be covered when not in use. Dumpsters must have lids closed and covered.
- Keep outdoor areas neat and clean during and after event.
- Remove and dispose of debris generated by the event that may be in the storm drain system.
- Waste containers should be kept at acceptable levels (not overflowing).
- Full trash bags must be transported in a spill proof container to ensure that any leaks from the bags do not spill on the ground.
- Regularly conduct outdoor sweeping of hardscape areas like the parking lot, (if spaces have been requested) sidewalks or any other paved area within your event site to adequately control dust and debris.
- Minimize outdoor material storage areas in and around your event space.
- Keep outdoor material storage areas clean and dry.
- Keep the event site clear from indoor activities being tracked outdoors (e.g. dirt or spilled liquids being stepped in and tracked outside)
- Keep materials stored under overhead cover (e.g. tarps or canopies) or within secondary containment.
- Keep stored materials closed and secure with proper labels.
- All spills (oil, grease, trash juice and beverages) must be cleaned up in a timely manner. Some spills will require the use of a power washer to remove the stain.

- Capture, contain, and properly dispose of all wash water used before, during, and after the event. Wash water can be disposed of to the sewer (sinks or toilets) or to landscaped areas if there are no hazardous materials in the wash water. If hazardous materials are present, you must hire someone who is a licensed hazardous waste removal company to properly dispose of the water.
- Keep event clear of illicit connections to the storm drain system and unauthorized non-stormwater discharges to the storm drain system or the bay. **Only rain is** allowed in the storm drain system or the bay.
- Minimize the volume of cleaning water to decrease wastewater
- Keep site clear of leaking fluids from vehicles and equipment. Use drip pans under vehicles or equipment.
- Regularly conduct preventive maintenance on all vehicles and equipment directly associated with the event to ensure no leaks are present.
- A spill kit is to be accessible to the event coordinator or person in charge of spill response.
- Have absorbent booms or spill materials available when fueling vehicles and equipment on-site.
- Train employees in stormwater, spill response, and pollution prevention.
- Conduct routine inspections of BMPs and storm drain system to ensure that BMPs are functioning properly and that no discharges to the storm drains have occurred.

BMP implementation record and the stormwater training will be filled out and signed by event organizer during the environmental walk-through. Direction related to permitted special event activities can be found in the District's Jurisdictional Runoff Management Document (JRMP). The JRMP is available on the District website: (https://www.portofsandiego.org/environment/clean-water.html) or by contacting the Planning and Green Port (PGP) Department, (619) 686-6254.

ATTACHMENT B COMPENSATION & INVOICING San Diego Unified Port District

1. **COMPENSATION**

- For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.
 - (1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted. Each invoice shall include:
 - (a) Date work performed;
 - (b) Description of the work performed;

2. **INVOICING**

- a. <u>Payment Documentation</u>. Service Provider shall include the following information on each invoice submitted for payment by District.
 - (1) Agreement No. 128-2017ND
 - (2) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____ and that payment has not been received."

- (3) Dates of service provided
- (4) Date of invoice
- (5) A unique invoice number
- b. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- c. Invoices shall be mailed to the attention of: Jim Hutzelman, Marketing Department, P.O. Box 120488, San Diego Unified Port District, San Diego, CA 92112-0488.
- d. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

e.	Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider immediately after receipt of a proper Invoice.

EXHIBIT A CERTIFICATE OF INSURANCE San Diego Unified Port District

By signin	ng this form, the authorized agent or	r broker <i>certifie</i>	s the following:	
	Policy or Policies described below re) in force at this time.	have been issue	ed by the noted Insurer(s)	[Insurance Company(ies)] to the Insured and
	equired in the Insured's agreement(erages or conditions of coverage nc			or have been endorsed to include, the
	ed copies of all endorsements issuficate.	ed to effect requ	uire coverages or condition	ons of coverage are attached to this
	Return this form t	c/o Ebi P.O. Bo Duluth, Email:	ego Unified Port Distric x BPO px 100085 – 185 , GA 30096 – OR – sdupd@prod.certificat -866-866-6516	
Name and	d Address of Insured (Consultan	t)	SDUPD Agreement N	Number:
			This certificate applies to	o all operations of named insureds on District with all agreements between the District and Insured.
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability		Commencement Date:	Each Occurrence:
	Occurrence Form Claims-made Form Retro Date Liquor Liability Deductible/SIR: \$		Expiration Date:	\$ General Aggregate:
	Commercial Automobile Liability		Commencement Date:	Each Occurrence:
	□ All Autos □ Owned Autos □ Non-Owned & Hired Autos		Expiration Date:	\$
	Workers' Compensation –		Commencement Date:	E.L. Each Accident \$
	Statutory Employer's Liability		Expiration Date:	E.L. Disease Each Employee \$ E.L. Disease Policy Limit \$
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: \$ General Aggregate: \$
CO LTR	COMPANIES AF	FORDING COVE	RAGE	A. M. BEST RATING
Α				
В				
С				
D				
				or better unless approved in writing by the District.
Name and A	Address of Authorized Agent(s) or Broke	r(s)	E-mail Address:	
			Phone:	Fax Number:
			Signature of Authorized A	gent(s) or Broker(s)

Agreement No. 128-2017ND; Exhibit A Service Provider: City of National City Requesting Department: Waterfront Arts & Activation Date:

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.
NAMED INSURED:		
	EMENT(S) AND/OR ACTIVITY(IES and leases with the San Diego Ur es or work performed on district pro	nified Port District

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

- 1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
- 2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
- 3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
- 4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- 5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District c/o Ebix BPO P.O. Box 100085 – 185 Duluth, GA 30096 – OR –

Email to: sdupd@prod.certificatesnow.com

Fax: 1-866-866-6516

Agreement No. 128-2017ND; Exhibit A
Service Provider: City of National City
Requesting Department: Waterfront Arts & Activation

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE SAN DIEGO UNIFIED PORT DISTRICT'S TIDELANDS ACTIVATION GRANT FUNDS IN THE AMOUNT OF \$10,000 AND \$2,460 IN PORT-PROVIDED SERVICES FOR SPECIAL EVENTS AT THE NATIONAL CITY AQUATIC CENTER AND PEPPER PARK, WITH NO MATCHING FUNDS REQUIRED, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND THE SAN DIEGO UNIFIED PORT DISTRICT TO RECEIVE FISCAL YEAR 2018 TIDELANDS ACTIVATION GRANT FUNDS, AND THE ESTABLISHMENT OF A REIMBURSABLE GRANT CITYWIDE FUND APPROPRIATION IN THE AMOUNT OF \$10,000 AND A CORRESPONDING REVENUE BUDGET

WHEREAS, in an effort to support a vibrant and active waterfront, the San Diego Unified Port District (the "Port") offers sponsorship of community organized events through the Tidelands Activation Program ("TAP") annual grant to support events that engage the community and inspire visitors to enjoy San Diego Bay; and

WHEREAS, events are selected through a rigorous public evaluation process led by the TAP Advisory Committee that includes members of the community; and

WHEREAS, the City of National City was a recipient of the TAP grant in Fiscal Year 2017, and received \$5,000 in funding and up to \$5,000 in Port-provided services for Aquatic Adventures by the Bay; and

WHEREAS, for Fiscal Year 2018, the City applied for the TAP grant and requested additional funding to enhance Aquatic Adventures by the Bay, and to add a new Family Fun and Fitness Series; and

WHEREAS, in April of 2017, the City was awarded \$10,000 in funding and \$2,460 in Port-provided services for Fiscal Year 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the acceptance of the San Diego Unified Port District's Tidelands Activation Grant funds in the amount of \$10,000 and \$2,460 in Port-provided services for special events at the National City Aquatic Center and Pepper Park, with no matching funds required.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute an Agreement between the City of National City and the San Diego Unified Port District to receive Fiscal Year 2018 Tidelands Activation Grant funds in the amount of \$10,000 and Port-provided services in the amount of \$2,460.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of a reimbursable grant citywide fund appropriation of \$10,000 and a corresponding revenue budget.

[Signature Page to Follow]

Resolution	No.	2017	_
Page Two			

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant. (Community Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. August 15, 2017 **ITEM TITLE:** Resolution of the City Council of the City of National City rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant. PREPARED BY: Audrey Denham **DEPARTMENT:** Community Services **APPROVED BY: PHONE**: 619-336-4243 **EXPLANATION:** On May 2, 2017, City Council authorized the City Manager to sign a letter of intent with KaBOOM! in order to advance the City in the grant selection process for the grant funding of a replacement playground at Kimball Park. KaBOOM! acts as an intermediary, matching donors (funding partners) with organizations in need of funding for playground equipment. During the grant application review process. staff was made aware that the funding partner requested the KaBOOM! grant replace the Las Palmas Park Playground instead of the Kimball Park Playground. In order for the City to move forward in the application process, staff re-submitted grant application documents in support of a new KaBOOM! playground at Las Palmas Park. The City has been awarded the KaBOOM! grant for Las Palmas Park and authorization to accept the grant is in a companion agenda item. This agenda item seeks to rescind the previous resolution for a playground at Kimball Park. APPROVED: FINANCIAL STATEMENT: **Finance** ACCOUNT NO. APPROVED: MIS **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, is not subject to environmental review. ORDINANCE: INTRODUCTION: FINAL ADOPTION: **STAFF RECOMMENDATION:** Adopt the resolution, rescinding Resolution Number 2017-68 approved by City Council on May 2, 2017 for the KaBOOM! grant to build a new playground at Kimball Park. **BOARD / COMMISSION RECOMMENDATION:** N/A **ATTACHMENTS:**

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RESCINDING RESOLUTION NUMBER 2017-68 APPROVED BY THE CITY COUNCIL ON MAY 2, 2017 FOR THE KABOOM! GRANT

WHEREAS, KaBOOM! acts as an intermediary, matching donors (funding partners) with organizations in need of funding for playground equipment; and

WHEREAS, on May 2, 2017, the City Council authorized the City Manager to execute a letter of intent with KaBOOM! to advance the City in the grant selection process for the grant funding of a replacement playground at Kimball Park; and

WHEREAS, subsequently, during the grant application review process, the City was made aware that the funding partner requested the location for the KaBOOM! Playground be changed to Las Palmas Park; and

WHEREAS, for the City to move forward in the application process, grant application documents were re-submitted in support of a new KaBOOM! playground at Las Palmas Park; and

WHEREAS, the City was recently awarded the KaBOOM! grant for Las Palmas Park, and authorization to accept the grant is in a companion agenda item. This Resolution rescinds the previous Resolution No. 2017-68 that designated the location of the KaBOOM! playground as Kimball Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby rescinds Resolution No. 2017-68 adopted by the City Council on May 2, 2017.

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor	
Michael R. Dalla, City Clerk		
APPROVED AS TO FORM:		
Angil P. Morris-Jones City Attorney		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing 1) the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park; 2) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \$8,50

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 **AGENDA ITEM NO.:**

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Resolution of the City Council of the City of National City authorizing 1) the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park; 2) use of the General Fund Las Palmas Park Improvements balance to provide matching funds of \$8,500 as required by KaBOOM!; 3) use of the General Fund Materials and Supplies balance to provide funds of \$3,500 for food, water, music, and tools; 4) the City Manager to execute the

KaBOOM! Community Partner Playground Agreement; 5) the the Community Partner Playground Agreement.	e City Manager to execute necessary adder	ndums to
PREPARED BY: Audrey Denham PHONE: 619-336-4243 EXPLANATION: See attached explanation.	DEPARTMENT: Community Services APPROVED BY:	
EINIANICIAI STATEMENT.	APPROVED: Wark Raberts	FINANCE
FINANCIAL STATEMENT: ACCOUNT NO. 001-409-500-598-4133 (Las Palmas Park Improvements) - \$8,500 001-416-029-399-0000 (Materials and Supplies) - \$3,500 Funds are appropriated and available in the above accounts.	APPROVED:	MIS
ENVIRONMENTAL REVIEW: This is not a project and, therefore, is not subject to environmental	review.	
ORDINANCE: INTRODUCTION FINAL ADOPTIO	N _	
STAFF RECOMMENDATION: Adopt the resolution, authorizing 1) the acceptance of the KaBOOI Improvements balance to provide matching funds of \$8,500; 3) use provide funds of \$3,500; 4) the City Manager to execute the KaBO	e of the General Fund Materials and Supplies ba	lance to

City Manager to execute necessary addendums to the Agreement.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Community Partner Playground Agreement

EXPLANATION

On May 2, 2017, City Council authorized the City Manager to sign a letter of intent with KaBOOM! in order to advance the City in the grant selection process for the grant funding of a replacement playground at Kimball Park. KaBOOM! acts as an intermediary, matching donors (funding partners) with organizations in need of funding for playground equipment. During the grant application review process, staff was made aware that the funding partner requested the KaBOOM! grant replace the Las Palmas Park Playground instead of the Kimball Park Playground. Given that the equipment currently in place at the Las Palmas Playground has reached the end of its useful life and has been identified by Parks staff as a priority for replacement, at KaBOOM!'s request, in order for the City to move forward in the application process, staff re-submitted grant application documents in support of a new KaBOOM! playground at Las Palmas Park. On August 2, 2017, staff was notified that the City has been awarded the KaBOOM! grant for Las Palmas Park. With this action, staff seeks City Council authorization to accept the grant award for Las Palmas Park.

The estimated playground completion timeframe is October or November of 2017. The process to design and build the Las Palmas Park playground is approximately 6 to 8 weeks and includes meeting the KaBOOM! project manager and funding partner, a site walk with KaBOOM! and City staff, youth and adult workshops to design the playground, site preparations by the Public Works department, and a community event to build the playground with 150 volunteers. It is anticipated that the Las Palmas Playground will be closed to the public for approximately 8 weeks, but the closure may vary depending on site preparations and KaBOOM!'s schedule. The KaBOOM! grant, will provide the remaining funds needed to replace the equipment. The current playground is approximately 3,040 square feet, and KaBOOM! will supply playground equipment for a 2,500 square foot area.

All other conditions of award remain the same. As part of the grant the City is responsible for paying KaBOOM! \$8,500, which will be applied to the purchase of playground equipment. The City is also responsible for providing food, water, tools and music for volunteers during the design and build process, which is estimated at \$3,500. City staff will work with local service clubs and businesses to secure donations to help offset the additional \$3,500. The Engineering and Public Works Department has available funds to cover the \$8,500 and \$3,500 required by KaBOOM!.



COMMUNITY PARTNER PLAYGROUND AGREEMENT

August 2, 2017

KaBOOM!, Inc., a Washington, D.C. corporation(referred to herein as KaBOOM!) is pleased that the City of National City, a municipal corporation (referred to herein as the Community Partner) has agreed to collaborate with KaBOOM! and Dr Pepper Snapple Group (referred to herein as the Funding Partner) in the construction of a new playground at Las Palmas Park, located at 1810 E 22nd St, National City, CA 91950 (the "Project"). This Community Partner Playground Agreement (this "Agreement"), which sets forth the Community Partner's obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

- 1. <u>Obligations of the Community Partner</u>. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is unconditionally agreeing to each of the following obligations, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner must contribute \$8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment. KaBOOM! will invoice the Community Partner for such amount promptly following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).

(b) Project Site.

- (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the Community Partner or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner.
- (ii) Permits. Prior to Build Day, the Community Partner shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
- (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day;(2) preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.
- (iv) <u>Safety and Security</u>. The Community Partner shall ensure the security of equipment, tools, supplies and well being of the adults and children from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
- (v) <u>Maintenance</u>. Maintenance of the playground facility and supervision of its use is the sole responsibility of the Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project

planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner promptly shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc.

- (c) <u>Design Day</u>. The Community Partner agrees to host a KaBOOM!-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) <u>Build Day</u>. The Community Partner shall recruit 175 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur on a date to be determined and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- (e) Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agrees that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOM! and the Funding Partner to secure media coverage for the Project. Community Partner is subject to the California Public Records Act (see Government Code Section 6251 et. seq.), and this Section 1(e) is not intended to impede or impair Community Partner's requirements or obligations under that Act.
- (f) Signage. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) <u>Playground Costs</u>. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner agrees to look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders.

- employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.
- (i) Insurance. The Community Partner (or such other appropriate entity to which KaBOOM! consents in writing) shall obtain and maintain from no less than seven (7) days prior to the Build Day and through the first anniversary of the Build Day, commercial general liability insurance (providing coverage against liability for bodily injury, death and property damage that may arise out of or be based upon the use of the playground) with a limit of not less than one million dollars (\$1,000,000) per occurrence. The Community Partner shall also obtain and maintain worker's compensation insurance policies with statutory limits for the state in which the work is performed for their volunteer employees. Within seven (7) days from execution of this Agreement, the Community Partner shall provide to KaBOOM! a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming KaBOOM! and the Funding Partner as additional insureds under such policy, which insurance shall be primary over any other insurance covering KaBOOM! and the Funding Partner be given at least thirty (30) days prior written notice of any change or cancellation of coverage.
 - (i) Indemnification. Except as is expressly prohibited by law, the Community Partner shall indemnify and hold harmless KaBOOM!, the Funding Partner and their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents and representatives from any and all losses, liabilities, claims, actions, fees and expenses (including interest and penalties due and payable with respect thereto and reasonable attorneys' and accountants' fees and any other reasonable out-of-pocket expenses incurred in investigating, preparing, defending or settling any action), including any of the foregoing arising under, out of or in connection with any breach of this Agreement, any actions associated with this Project or resulting from the use of any playground property and equipment, including those for personal injury, death, or property damage, except to the extent resulting from the gross negligence or willful misconduct of such indemnified person. This provision shall survive any termination or expiration of this Agreement.
- (j) <u>Data and Reporting Requirements</u>. The Community Partner shall (i) promptly following the confirmation of the Project, distribute one or more play-related surveys provided by KaBOOM! to its stakeholders, including parents/caregivers, volunteers, staff and board members, (ii) cause members of its planning committee to complete a post-build survey provided by KaBOOM! within 2 weeks from the Build Day and a 6-month survey provided by KaBOOM! within 7 months from the Build Day.

2. Obligations of KaBOOM!.

- (a) <u>Playground Build</u>. KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials and other general supplies are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Make available certain educational and promotional materials related to the Project.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) <u>Promotion</u>. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) Website Listing. KaBOOM! will place the playoround on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Comm 97 of 400 playground maintenance programming and

enhancements.

- (e) Post-Build Day. The Community Partner shall (i) within one week following the Build Day, complete and submit a Post Build Report, in the form to be made available by KaBOOM!, and (ii) shall use its commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.
- 3. <u>Build Day Postponement</u>. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOM!, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOM! on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOM!, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. The Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; *provided*, *however*, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's failure to satisfy its obligations in connection with the Project, then the Community Partner shall be liable to KaBOOM! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
- 4. <u>Funding Partner Relations</u>. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.
- 5. Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM!, less expenses already committed and/or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! the by Community Partner exceeds the sum paid to KaBOOM! hereunder, the Community Partner shall pay KaBOOM! for any such additional sum due upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
- 6. <u>General Provisions</u>. The Community Partner represents to KaBOOM! that all information provided by it to KaBOOM!, including in the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval

by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. This Agreement may be altered, modified or amended only by a written document signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4 and 6 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.

By executing this Community Partner Playground Agreement where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

The City of National City	, a
municipal corporation	

By: _____ Name: Leslie Deese Title: City Manager

Address:

1243 National City Blvd. National City, CA 91950 T: (619) 336-4242

e-mail:ldeese@nationalcityca.gov

KaBOOM!, Inc.

By: _____ Name: Gerry Megas

Title: Chief Financial Officer

Address:

4301 Connecticut Ave. NW, Suite ML-1

Washington, DC 20008 T: (202) 464- 6180 F: (202) 659-0210

e-mail: gmegas@kaboom.org

Contact information for the person who should receive KaBOOM! invoices:

Name: Audrey Denham Telephone number: (619) 336-4243

Mailing Address: 140 E 12th St

National City, CA 91950

Email: adenham@nationalcityca.gov

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF A KABOOM! GRANT TO BUILD A NEW PLAYGROUND AT LAS PALMAS PARK; AUTHORIZING USE OF THE GENERAL FUND LAS PALMAS PARK IMPROVEMENTS BALANCE TO PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$8,500, AS REQUIRED BY KABOOM!; AUTHORIZING USE OF THE GENERAL FUND MATERIALS AND SUPPLIES BALANCE TO PROVIDE FUNDS IN THE AMOUNT OF \$3,500 FOR FOOD, WATER, MUSIC, AND TOOLS FOR VOLUNTERRS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE KABOOM! COMMUNITY PARTNER PLAYGROUND AGREEMENT AND ANY NECESSARY ADDENDUMS TO THE COMMUNITY PARTNER PLAYGROUND AGREEMENT

WHEREAS, on May 2, 2017, City Council authorized the City Manager to execute a letter of intent with KaBOOM! to advance the City in the grant selection process for the grant funding of a replacement playground at Kimball Park; and

WHEREAS, KaBOOM! acts as an intermediary, matching donors (funding partners) with organizations in need of funding for playground equipment; and

WHEREAS, subsequently, during the grant application review process, the City was made aware that the funding partner requested the location for the KaBOOM! Playground be changed to Las Palmas Park; and

WHEREAS, given that the equipment currently in place at the Las Palmas Playground has reached the end of its useful life and has been identified as a priority for replacement, grant application documents were re-submitted in support of a new KaBOOM! playground at Las Palmas Park; and

WHEREAS, on August 2, 2017, staff was notified that the City has been awarded the KaBOOM! grant for Las Palmas Park; and

WHEREAS, all other conditions of the grant award remain the same. As part of the grant, the City is responsible for paying KaBOOM! \$8,500, which will be applied to the purchase of playground equipment; and

WHEREAS, the City is also responsible for providing food, water, tools, and music for volunteers during the design and build process, which is estimated to be \$3,500, and City staff will work with local service clubs and businesses to secure donations to help offset the additional \$3,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the acceptance of the KaBOOM! grant to build a new playground at Las Palmas Park.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the use of the General Fund Las Palmas Park Improvements balance to provide the required matching funds in the amount of \$8,500.

Resolution No. 2017 – August 15, 2017 Page Two

BE IT FURTHER RESOLVED that the City Council hereby authorizes the use of the General Fund Materials and Supplies balance to provide funds in the amount of \$3,500 for food, water, music, and tools for the volunteers.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the KaBOOM! Community Partner Playground Agreement and any necessary addendums to the Community Partner Playground Agreement.

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp in th

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.

ITEM TITLE

Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp in the public right-of-way on Civic Center Drive for entry into the commercial building located at 1302 National City Blvd.

PREPARED BY: Charles Nissley, Senior Civil Engineering Tech. **DEPARTMENT:** Engineering/Public Works APPROVED BY: PHONE: 619-336-4388 Styl? Mayamille **EXPLANATION:** See attached. APPROVED: FINANCIAL STATEMENT: Finance APPROVED: ACCOUNT NO. N/A **ENVIRONMENTAL REVIEW:** N/A FINAL ADOPTION: ORDINANCE: INTRODUCTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to sign an Encroachment Permit and Agreement with Dajani Hospitality, for the installation of an ADA compliant pedestrian access ramp on Civic Center Drive for entry into the commercial building located at 1302 National City Blvd.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation
- 2. Encroachment Permit and Agreement
- 3. Exhibits "A" and "B"
- 4. Resolution

EXPLANATION

Dajani Hospitality, the owner of the property located at 1302 National City Boulevard has received approval for their tenant improvements for the commercial building site. The current configuration of the building entry and the public sidewalk do not meet the requirements of the Americans with Disabilities Act (ADA). In order to comply with the requirements an entry ramp into the city reserved right of way on Civic Center Drive will need to be installed.

ADA compliant access is a development requirement in order to complete the project and obtain final inspection and occupancy. This requirement would be necessary regardless of the type of building use.

Dajani Hospitality is requesting an Encroachment Permit Agreement be entered into with the City to allow for the installation of the pedestrian ramp.

FEE: \$490.00

ENCROACHMENT PERMIT AND AGREEMENT (Commerciai)

The City Of National City hereby grants an Encroachment Permit to the undersigned, (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

- 1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
- 2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
- 3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
- 4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
- 5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CiTY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverage required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

- 6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:
- a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.
- b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.
- 7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:	
CITY OF NATIONAL CITY	PERMITTEE:
	Dolani topitality Inc
Ron Morrison, Mayor	Entity/Company
	fro Cke
	Signature
	Zasker Dejani Pruider
	Name & Title
ATTACH NOTARY CERTIFICATION FOUR CALIFORNIA ALL PURPOSE ACK	OR THE NAME OF PERMITTEE SHOWN ABOVE. NOWLEDGEMENT NOTARY ONLY.
PERMITTEE/APPLICANT INFORMATION	I:
	Mailing Address:
Person in Responsible Charge	
24/7 Phone Number	

PLAT SHOWING LOCATION OF STRUCTURES, EASEMENT, OR RIGHT-OF-WAY, AND SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED

Firm Name

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

Trustee(s)

2015 Version www.NotaryClasses.com 800-873-9865

Other

County of All They	
On 19/2016 before me.	Tommie Richardson, Notary Public (Here insert name and title of the officer)
Belefo Mie,	(Here insert name and title of the officer)
personally appeared Zanher	Lajani -
who proved to me on the basis of sati	sfactory evidence to be the person(s) whose
name(s) is/are-subscribed to the within	n instrument and acknowledged to me that
he/she/they executed the same in his	h er/thei r authorized capacity(ies), and that by
his/hor/their signature/et on the instru	mont the name (a)
which the person(s) stand avacuted to	ment the person(s), or the entity upon behalf of
which the person(s) acted, executed t	ne instrument.
Loodify and a DEMALTY OF DED HIS	
Certify under PENALTY OF PERJUR	RY under the laws of the State of California that
the foregoing paragraph is true and co	orrect.
	Commission of the Commission o
WITNESS my hand and official seal.	T OFFICE OFFICE A
my name and omolal scal.	THE REPORT OF THE PARTY OF THE
	TOPIETY STIER STIE
	ACCOUNT OF THE LOUIS IN THE LOUIS IN
Notary Public Signature (Notary Public Seai)
	
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	This form complies with current California statutes regarding natural wording and
JESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long
Encreachment	as the wording does not require the California notary to violate California notary
Title or description of attached document)	law.
Permit Agreemen +	 State and County information must be the State and County where the docume signer(s) personally appeared before the notary public for acknowledgment.
Title or description attached document continued)	 Date of notarization must be the date that the signer(s) personally enpeared white
	must also be the same date the acknowledgment is completed
lumber of Pages Document Date_1(/4/1 L/	 The notary public must print his or her name as it appears within his or h commission followed by a comma and then your title (notary public).
	Print the name(s) of document signer(s) who personally appear at the time
CADACITY OF ABASED BY THE OLONES	notarization,
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i. he/she/they, is /ere) or circling the correct forms. Failure to correctly indicate the
☐ Individual (s)	information may lead to rejection of document recording
☐ Corporate Officer	 The notary seal impression must be clear and photographically reproducible
(Title)	impression must not cover text of lines. If seal impression smudges re seal if
□ Partner(s)	sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of
☐ Attorney-in-Fact	the county cierk,
- Automoy-m-ract	Additional information is not required but could help to ensure the

107 of 400

acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date.

attach this document to the signed document with a staple.

Indicate the capacity claimed by the signer. If the claimed capacity is a prporate officer, indicate the title (i.e. CEO, CFO, Secretary).

EXHIBIT "A"

HANDICAP RAMP MATERIAL DICRIPTION

The 5'-0" wide x approximately 20'-0" long handicap (accessibility) exit ramp and landing is located to the North of 1302 National City Blvd. on the city sidewalk between the existing building and Civic Center Drive as described in "Exhibit A" legal description.

The new sloped ramp and landing are constructed of broom finish concrete and vary in height from 0" above the existing sidewalk to approximately 15" +/- above. The ramp and landing have 1 ½" diameter stainless steel (optional painted finish) handrails on each side and at the top landing. The handrails rise above the surface of the ramp and landing by 38" (max.)

The new ramp and landing provide a California Building Code required secondary access from the existing building and doorway.

EXHIBIT "B"

LEGAL DESCRIPTION HANDICAP RAMP ENCROACHMENT

THAT PORTION WITHIN THE SOUTHERLY RIGHT OF WAY OF CIVIC CENTER DRIVE, (FORMERLY 13" STREET), ADJACENT TO LOT 22, IN BLOCK 14 ACCORDING TO MAP THEREOF NO. 348, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 2, 1882, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID CIVIC CENTER DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF NATIONAL CITY BOULEVARD, (FORMERLY NATIONAL AVENUE), ALSO BEING THE NORTHEAST CORNER OF LOT 22, BLOCK 14 OF SAID MAP 348, THENCE:

SOUTH 72°00'00" WEST 54.40 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22, TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22,

NORTH 18°00'00" WEST 5,10 FEET, THENCE:

SOUTH 72°00'00" WEST 19.50 FEET, THENCE:

SOUTH 18°00'00° EAST 5.10 FEET, TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22, THENCE;

NORTH 72°00'00" EAST 19.50 FEFT, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF CIVIC CENTER DRIVE AND LOT 22 TO THE TRUE POINT OF BEGINNING.

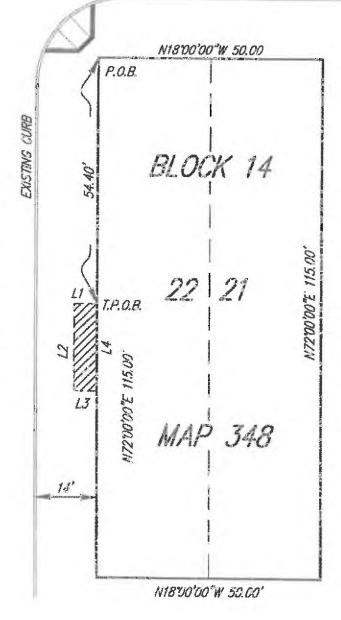
SAID KAMF ENCROACHMENT CONTAINS 99.45 SQ. FT. (0.002 ACRE), MORE OR LESS, AND IS SHOWN AND DESIGNATED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

1863-ENCROACHLGI

No. LS 5717 *
Exp. 9/30/17 *
II/10/2016

HANDICAP RAMP ENCROACHMENT - EXHIBIT "B"

1302 NATIONAL CITY BLVD.



LINE TABLE

11	N18'00'00"W 5.10"
12	S72'00'00" IV 19.50'
13	S1800'00'E 5.10'
14	N72'00'00'E 19.50'



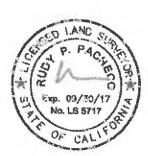
SCALE: 1"=20"

LEGEND

P.O.B. INDICATES POINT OF BEGINNING T.P.O.B. INDICATES TRUE POINT OF BEGINNING



INDICTES CONCRETE
RAMP ENCROACHMENT
99.45 SQ. FT. (.002 ACRE)



ACCULINE SURVEY, INC. 1919 GRAND AVE. SUITE 16, SAN DIECO, CA 92109. (358) 483-6065 FAX(856) 483-8056

CIVIC CENTER DRIVE

I CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON RECORD DATA, NO FIELD SURVEY WAS PERFORMED, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. 11/05/2017

DATE OF PLOT 11/05/2016 FILE NO. 1863-16

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT PERMIT AND AGREEMENT WITH DAJANI HOSPITALITY FOR THE INSTALLATION OF AN AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT PEDESTRIAN ACCESS RAMP IN THE PUBLIC RIGHT-OF-WAY ON CIVIC CENTER DRIVE FOR ENTRY INTO THE COMMERCIAL BUILDING LOCATED AT 1302 NATIONAL CITY BOULEVARD

WHEREAS, the owner of Dajani Hospitality, a commercial property located at 1302 National City Boulevard, received building permits and started construction for tenant improvements to provide access for persons with disabilities consistent with the California Building Code and the Americans with Disabilities Act ("ADA"); and

WHEREAS, due to existing site constraints, an approximately 20-foot long by 5-foot wide ADA accessible ramp to the building was constructed within the existing sidewalk on Civic Center Drive, which is in the public right of way and requires the owner to obtain and execute an Encroachment Permit and Agreement with the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves an Encroachment Permit and Agreement with Dajani Hospitality, located at 1302 National City Boulevard, for the installation of an ADA ramp within the public right-of-way on Civic Center Drive for ADA access to the business. Said Encroachment Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Pow

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017

AGENDA ITEM NO.:

ITEM TITLE: Resolution of the City Council of the City of National City, and National City, and National City Municipal Code Section 2.60.260 regarding of City (Buyer) to piggyback the National Joint Powers Associated the purchase of one (1) Case backhoe to Sonsray I amount not to exceed \$128,991.57.	cooperative purchasing and authorizing the ciation (NJPA) Contract #032515-CNH to	ר
PREPARED BY: Ray Roberson, Management Analyst II PHONE: 619-336-4583 EXPLANATION:	DEPARTMENT: Engineering/Public Works APPROVED BY:	-
See attached explanation.	M. Mangamille	
	PPROVED: Mark Ralities FINANCE MIS 91.57	
ORDINANCE: INTRODUCTION FINAL ADOPTION		
STAFF RECOMMENDATION: Adopt Resolution awarding the purchase of one (1) Case backf Works Department. BOARD / COMMISSION RECOMMENDATION: N/A.	noe for the National City Engineering and Public	
ATTACHMENTS: 1. Explanation 2. Quote 3. National Joint Powers Association (NJPA) Contract #032515-CNH 4. Resolution		

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Sewer Service Fund for the purchase of one (1) Case backhoe for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Joint Powers Association Contract #032515-CNH to award the purchase of one (1) Case backhoe to Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Joint Powers Association Contract #032515-CNH was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract #032515-CNH to award the purchase of one Case backhoe to Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund.



QUOTATION NJPA PRICING - Contract #032515-CNH



To: City of National City - NJPA #17730 1726 Wilson Avenue Attn: Tony Guat From: Paul Lull, Sales Consultant, Sonsray Machinery Date: July 27, 2017

Sonsray Machiery 1475 Pioneer Way El Cajon, CA 92020 Store: 619-873-0123 Cell: 858-864-2935

Quote good for 60 days

			1		NJF	A Price (les
TY	CODE	DESCRIPTION		Case MSRP		49%)
1	590SN 4WD T4 Final	590SN 4wd, Tier 4 Final - T4B	\$	149,137.00	\$	76,059.8
1	Performance Pkg-Pilot 4wd	Combo Direct. Combo Pads. Auto Ride, Gripper Teeth Extr	1 \$	5,885.00	\$	3,001.3
1	423061	4wd Powershift S-Type Trans	\$		\$	
1_	9200012	14x17.5, 10 PR Front Tires	\$		\$	
	8382564	21Lx24 10PR Rear Tires	\$		\$	-
	423076	Extendahoe	\$	7,473.00	\$	3,811.2
	423047	Heavy Duty Front CWT, Extendahoe	\$	487.00	\$	248.3
	423078	Pilot Controls w/ Power Lift	\$	2,746.00	\$	1,400.4
	423084	Combo Direct Backhoe Hyds w/ Pilot Controls (incl in Perf Pkg)	\$		\$	-
	442017	Hyd Pin & Release Backhoe Bucket Coupler	\$	3,191.00	\$	1,627.4
	423069	24" Universal Backhoe Bucket	\$	1,445.00	\$	736.9
	442056	Flip Over Stabilizer Pads - Combo (Included In Perf Pkg)	\$	•	\$	-
	742433	93" Wide 4in1 Loader Bucket	\$	7,483.00	\$	3,816.3
	747853	Cab w/ 2 Doors, Heater and A/C	\$	11,032.00	\$	5,626.3
	442083	Dix Cab Pkg (72 DBA, Dix Interior, Visor, Viscous Fan)	\$	1,510.00	\$	770.1
	423077	Radio AM/FM/MP3	\$	268.00	\$	136.6
П	747735	3" Seat Belt	\$	86.00	\$	43.8
	745160	Vinly Air Suspension Heated Seat w/ Arm Rests	\$	850.00	\$	433.5
	745136	4wd Drive Shaft Guard	\$		\$	
	747874	Battery Disconnect/Jump Start	\$	177.00	\$	90,2
1	745171	Engine ECO Mode	\$	350,00	\$	178.5
	745172	Auto Protection Shutdown	\$	100.00	\$	51.0
hi	423092	Gripper Teeth Extn (Included in Perf Pkg)	\$		\$	-
1	745167	Locking DEF/Fuel Cover	\$	152.00	\$	77.5
	423090	Auto Ride Control (Included in Perf Pkg)	\$		\$	-
	728758	Rotating Beacon	\$	273.00	\$	139.2
	747875	Tool Box	\$	198.00	\$	100.9
1	745121	Case SiteWatch Telematics	\$		\$	-
1	745131	3 Yr Advanced Tele Subscription	\$	-	\$	_
1	84467273	18" Universal Bucket	1 \$	1,684,00	\$	858.8
				7,000	\$	-
*****		Total MSRP List / NJPA Net	1 \$	194,527.00		99,208.7
					\$	-
		Additional Items			\$	
		PDI			\$	1,550.0
		Freight	1		\$	2,650.0
		Fuel and DEF			\$	200.0
		Delivery			S	500.0
					_	
1		Woods #3030687-60 - 50" ditch backhoe bucket w/o teeth			\$	2,797.0
1					_	20110110
					-	_
1		Helac model PT08 Power Tilt for Case 590SN backhoe			5	9,572.0
		(note: customer advised this Helac is not tested by Case.	1		*	O POT MILE
		Customer assumes all risk and merchantability/capibility)		*****	-	
					_	
			1	_		_
- 3		Options (Case 590SN only). See brochure for details				
		Extended PPP Protection Plan (w/ no deductables)			-	
		3 yr/3600 hour Power Train	S	627 00		
_		3 yr/3000 hour Power Train Plus	\$	940.00	_	
		3 yr/3000 hour Premier	\$	1,947.00		
_		o greene from Fremier		1,341.00		
_			+	SUBTOTAL	9	140 477 7
			1		\$	116,477.7
_		1		ument Fass	69 6	375.0
	_			s Tax 8.75%	\$	10,191.8
_		3 yr/3,000 Premier Extended Warranty	oub	Total	\$	127,044.5
		J VI/3.UUU F (BIMBI EXTENDED WATTANT)			\$	1,947 0

Home > Cooperative Purchasing > Contracts - Fleet > Construction & Agricultural Equipment > CASE Construction



ANJPA AWARDED



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

Our step-by-step guide

Vendor Contact Info

Tony Simpson
Direct Phone: 262-636-6576
Tony Simpson@casece.com
www.casece.com

CASE Construction

Contract#: 032515-CNH

Category: Construction & Agricultural Equipment

Maturity Date: 05/19/2019

CASE Construction Equipment sells and supports a full line of construction equipment around the world, including the No. 1 backhoe loaders, excavators, motor graders, wheel loaders, asphalt rollers, soil compactors, crawler dozers, skid steers, compact excavators, compact wheel loaders, compact track loaders, tractor loaders and rough-terrain forklifts. Through CASE dealers, customers have access to a true professional partner with world-class equipment and aftermarket support, industry-leading warranties and flexible financing. CASE also offers the integration of advanced location and equipment management technologies, including SiteSolutions™.

Find your nearest dealer



Click to view the NJPA CNH Industrial America LLC Construction contract as adopted by the State of NY OGS: NEW YORK OGS CONTRACT

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO NATIONAL JOINT POWERS ASSOCIATION CONTRACT NO. 032515-CNH TO AWARD THE PURCHASE OF ONE (1) CASE BACKHOE FOR THE ENGINEERING AND PUBLIC WORKS DEPARTMENT TO SONSRAY MACHINERY, AN AUTHORIZED CASE DEALER, IN AN AMOUNT NOT TO EXCEED \$128,991.57

WHEREAS, as part of the Fiscal Year 2018 annual budget, the City Council approved funding through the Sewer Service Fund for the purchase of one (1) Case backhoe for the National City Engineering and Public Works Department; and

WHEREAS, there is an opportunity to piggyback onto National Joint Powers Association Contract No. 032515-CNH with the Sonsray Machinery, an authorized Case dealer, to allow for the purchase of one (1) Case backhoe in an amount not to exceed \$128,991.57; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase, and whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the purchasing agent's determination that the National Joint Powers Association's procurement procedures are in substantial compliance with National City's procurement procedures and with Section 2.60.260 of the National City Municipal Code, and authorizes the waiver of the bidding process.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City, consistent with Section 2.60.260, to cooperatively purchase one (1) Case backhoe for the National City Engineering and Public Works Department from Sonsray Machinery, an authorized Case dealer, in an amount not to exceed \$128,991.57, based on National Joint Powers Alliance Contract No. 032515-CNH.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEOT.	ADDDOVED AC TO CODM.
ATTEST:	APPROVED AS TO FORM:
	-
Michael R. Dalla, City Clerk	Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Intergove

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.: ITEM TITLE: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance (NIPA) Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17. PREPARED BY: Ray Roberson, Management Analyst II **DEPARTMENT:** Engineering/Public Works PHONE: 619-336-4583 APPROVED BY: Styl ? Manyimille **EXPLANATION:** See attached explanation. APPROVED: Wark Raturts FINANCIAL STATEMENT: **FINANCE** ACCOUNT NO. APPROVED: MIS 644-416-221-511-0000 (Equipment Replacement Reserve); \$68,728,17 Funds are appropriated and available in the above account. **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION **FINAL ADOPTION STAFF RECOMMENDATION:** Adopt Resolution awarding the purchase of one (1) Toro Groundmaster 4000-D for the National City Engineering and Public Works Department. **BOARD / COMMISSION RECOMMENDATION:** N/A. **ATTACHMENTS:** 1. Explanation 2. Quote 3. National Intergovernmental Purchasing Alliance (NIPA) Contract #120535 Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Equipment Replacement Fund for the purchase of one (1) Toro Groundmaster 4000-D mower for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Intergovernmental Purchasing Alliance Contract #120535 was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Intergovernmental Purchasing Alliance Contract #120535 to award the purchase of one (1) Toro Groundmaster 4000-D mower to Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the General Fund.



Quotation for City of National City

Date: May 1, 2017

Quote No:3282923-00

Prepared For: Victor Uribe Quote No: 3282923-00

City of National City 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950 iQuote No: 2119099 Sales Person: Erin Novotny

erin.novotny@turfstar.com

(760) 597-6041

National IPA Pricing: Contract 120535, IPA Membership required.

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$63,198.32	\$63,198.32	\$5,529.85	\$68,728.17
Totals:			\$63,198.32	\$5,529.85	\$68,728.17



Quotation for City of National City

Date: May 1, 2017

Quote No:3282923-00

Configuration Product Details 010-Groundsmaster 4000-D T4 Compliant Diesel 54HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
30609	Groundsmaster 4000-D T4 Compliant Diesel 54HP	1	\$60,917.02	\$60,917.02	\$5,330.24	\$66,247.26
30349	Universal Sunshade White	1	\$530.98	\$530.98	\$46.46	\$577.44
30420	Recyler Kit GM4000	1	\$1,140.94	\$1,140.94	\$99.83	\$1,240.77
108-1450	BLADE SERVICE PACK, 21 7 5 IN (107-0214)	1	\$129.91	\$129.91	\$11.37	\$141 28
30408	MVP KIT-GM4XXX, 800 HR Y ANMAR T4F	1	\$268.20	\$268.20	\$23.46	\$291.66
131-6691	SEAT COVER, LARGE	1	\$32.97	\$32.97	\$2.88	\$35.85
31511	Horn Kit GM4000/4100	1	\$69.60	\$69.60	\$6.10	\$75.70
31512	Backup Alarm Kit	1	\$108.70	\$108.70	\$9.51	\$118.21
	Tota	ls:				\$68,728.17

7/27/2017 Contracts Search

Search Results

Search Within Results

120535

Reset search

Filters

All States

All Current Contracts

Contract Portfolio

All Lead Agencies

Contract Categories

Athletic Fields, Parks, Playground Equipment

Facilities/Grounds Maintenance

NationalIPA

Public Works



Toro Contract #: 120535

Grounds Maintenance Equipment
Competitively Solicited and Awarded
by: City of Tucson, AZ



National aggregate pricing resulting in immediate cost savings opportunities
Discount on equipment, attachments and accessories
Award includes Commercial,
Landscape Contractor, and
Compact Utility products
"Smart Value Program" volume incentive program through which, in addition to the discount off
Toro's Commercial list price, agencies can receive their choice of any of the Toro contract products

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT NO. 120535 TO AWARD THE PURCHASE OF ONE TORO GROUNDMASTER 4000-D MOWER TO TURF STAR, AN AUTHORIZED TORO DEALER, IN AN AMOUNT NOT TO EXCEED \$68,728.17.

WHEREAS, as part of the Fiscal Year 2018 annual budget, the City Council approved funding through the Equipment Replacement Fund for the purchase of one (1) Toro Groundmaster 4000-D mower for the National City Engineering and Public Works Department; and

WHEREAS, there is an opportunity to piggyback onto National Intergovernmental Purchasing Alliance Contract No. 120535 with Turf Star, an authorized Toro dealer, to allow for the purchase of one (1) Toro Groundmaster 4000-D mower in an amount not to exceed \$68,728.17; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase, and whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the purchasing agent's determination that the piggyback onto National Intergovernmental Purchasing Alliance's procurement procedures are in substantial compliance with National City's procurement procedures and with Section 2.60.260 of the National City Municipal Code, and authorizes the waiver of the bidding process.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City, consistent with Section 2.60.260, to cooperatively purchase one (1) Toro Groundmaster 4000-D mower for the National City Engineering and Public Works Department from Turf Star, an authorized Toro dealer, in an amount not to exceed \$68,728.17, based on National Intergovernmental Purchasing Alliance Contract No. 120535.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, waiving the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City (Buyer) to piggyback the National Joint Pow

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE: August 15 2017 **AGENDA ITEM NO.:**

MEETING DATE: August 10, 2011	AGENDA ITEM NO.:
ITEM TITLE: Resolution of the City Council of the City of National City, National City Municipal Code Section 2.60.260 regarding City (Buyer) to piggyback the National Joint Powers Associaward the purchase of one (1) 866 RODDER Series II to If for Sewer Equipment Co. of America, in an amount not to	cooperative purchasing and authorizing the ciation (NJPA) Contract #022014-SCA to Plumbers Depot, Inc., an authorized distributor
PREPARED BY: Ray Roberson, Management Analyst II PHONE: 619-336-4583 EXPLANATION:	DEPARTMENT: Engineering/Public Works APPROVED BY:
See attached explanation.	M. Mangenille
	PPROVED: Mark Rabition FINANCE MIS 12
Funds are appropriated and available in the above account.	
ENVIRONMENTAL REVIEW: N/A	
ORDINANCE: INTRODUCTION FINAL ADOPTION	
STAFF RECOMMENDATION: Adopt Resolution awarding the purchase of one (1) 866 RODD Public Works Department.	ER Series II for the National City Engineering and
BOARD / COMMISSION RECOMMENDATION: N/A	
ATTACHMENTS:	

- 2. Quote
- 3. National Joint Powers Association (NJPA) Contract #022014-SCA
- 4. Resolution

Explanation:

As part of the FY 2018 annual budget, City Council approved funding through the Sewer Service Fund for the purchase of one (1) 866 RODDER Series II for the National City Engineering and Public Works Department. Staff seeks Council authority to waive the formal bid process consistent with National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the National Joint Powers Association Contract #022014-SCA to award the purchase of one (1) 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12.

NCMC Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's purchasing staff has confirmed that the National Joint Powers Association Contract #022014-SCA was competitively bid through a Request for Bid (RFB) and bid process, and that the respective procurement procedures are in substantial compliance with those of National City.

Therefore, staff requests that City Council authorize the City (Buyer) to piggyback the National Joint Powers Alliance Contract #022014-SCA to award the purchase of one 866 RODDER Series II to Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

The funding to purchase this vehicle was approved by City Council through adoption of the FY 2018 annual budget. The Equipment Replacement Reserve will be replenished by the Sewer Service Fund.





1590 Dutch Road | Dixon, IL 61021 p 815.835.5566 I f 815.284.5600

www.SewerEquipment.com

Contract # 022014-SCA

July 31, 2017

PO#

Product Class:

WO#

Distributor:

Email:

End User: City of National City 1726 Wilson Ave Address: National City, CA 91950 City, State, Zip: Phone: 619-336-4589 Contact: **Tony Gaut**

SEWER EQUIPMENT CO. of AMERICA

CUSTOMER NJPA#:

866 RODDER Series II Trailer Mounted Continuous Rodder

tgaut@nationalcityca.gov

Engine & Drive System:

Honda 24 hp Gas Engine with aluminum shroud & electrical controls Lighted NEMA 4 control panel Friction Footage Meter

Rod Group:

Rod Drive Roller System Rod Storage Reel w/ 1200' of .375 Rod Steel Shroud, Clear window for Drive Head

Trailer:

Torsion Axle 6,000 GVWR Electric brakes, 2-5/16 ball hitch Steel toolbox - streetside LED D.O.T. approved lighting

Accessories:

25' Lightweight Hose Guide and Bell w/aluminum couplings Single Prong Brace Nose Jack Wheel "Caster" Snap on Pliers w/Cleaners Two (2) Assembly Wrenches One (1) Paper Operator Manual Key Ignition Switch

TRAILER MOUNT, SINGLE AXLE WITH .375 ROD	
SKID MOUNT (UNIT FOR TRUCK MOUNTING) WIT	LI 2

75 ROD \$46,568.00

\$0.00 \$46,568.00

LIST PRICE OF SELECTED OPTIONS:

\$25,628 00

LESS NJPA DISCOUNT (enter % →)

(2,165.88)

NET PRICE OF UNIT:

\$51,271.00

\$70,030.12

ESTIMATED FREIGHT

ESTIMATED TOTAL: \$

\$3,500.00 73,530.12

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

STANDARD OPTIONS:	LIST PRICE QTY	TOTAL
UPGRADE TO 1100' OF .393 ROD		\$0.00
UPGRADE TO 1000' OF .415 ROD		\$0.00
UPGRADE TO 800' OF .461 ROD		\$0.00
AUTO REFLEX DRIVE		\$0.00

ENGINE GROUP OPTIONS

VOLTAGE METER	\$208.00	1	\$208.00
HOUR METER	\$315.00	1	\$315.00
UPGRADE TO 25 H.P. DIESEL ENGINE			\$0.00

ILLUMINATION GROUP OPTIONS:

Operater Chair	\$1,050.00	1	\$1,050.00
LED FLOOD LIGHT			\$0.00
LED ROTATING BEACON (FACTORY STANDARD)	\$505.00	1	\$505.00
LED STROBE LIGHT (FACTORY STANDARD)			\$0.00
LED ARROW STICK (FACTORY STANDARD)			\$0.00
LED ARROW BOARD (FACTORY STANDARD)	\$1,180.00	1	\$1,180.00
HANDHELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT WITH STORAGE BRACKET	\$312.00	1	\$312.00

HYDRAULIC BRAKES		1	An no
	-		\$0.00
SPARE TIRE AND RIM			\$0.00
HYDRAULIC LEVELING LEGS (TWO)		-	\$0.00
FRAME MOUNTED TOOL BOX			\$0.00
FRUCK GROUP OPTIONS:			
NON-STOCK CHASSIS MOUNTING ALTERATIONS			\$0.0
MOUNT UNIT ON CAB/CHASSIS: INCLUDES HEAVY DUTY CROSS MEMBERS, FULL DECKING, FULL SKIRTING, HANDRAILS, THREE (3) TOOLBOXES AND OPERATOR'S STEP, BUMPER, MUDFLAPS AND PTO DRIVE FROM AN AUTOMATIC TRANS. CAB/CHASSIS	\$12,919.00	1	\$12,919.00
REAR BACK UP CAMERA SYSTEM W/ 7" COLOR MONITOR MOUNTED IN CAB	\$1,030.00	1	\$1,030.00
HITCH - REESE STYLE (10,000 LBS MAXIMUM LOAD) WITH CAB MOUNTED BRAKE CONTROLLER & 7 PIN RECEPTACLE			\$0.00
MISC. GROUP OPTIONS:			
F550 Ford Chassis			\$0.00
SINGLE LEVER HYDRAULIC CONTROL			\$0.00
INDEPENDENT RELIEF VALVES AND GAUGES FOR FORWARD/REVERSE	\$1,006.00	1	\$1,006.00
TWO MOTORS ON DRIVE HEAD WITH TWO SPEED HYDRAULIC CONTROL			\$0.00
AUTOMATIC HYDRAULIC HOLD-DOWN FOR DRIVE HEAD	\$6,754.00	1	\$6,754.00
SIX (6) 18" D.O.T. SAFETY CONES AND HOLDER	\$349.00	1	\$349.00
PAINT (TOOLBOX, SHROUD):			
	INCLUDED		
ALL ATURN ON ONO (EVAFOT METALLIA DAILEY)			
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT			\$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT			\$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL			\$0.00 \$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY)			\$0.00 \$0.00 \$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY)			\$0.00 \$0.00 \$0.00 \$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY)			\$0.00 \$0.00 \$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY)			\$0.00 \$0.00 \$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) **INCLUDES HOTEL & MEALS***	PARTS		\$0.00 \$0.00 \$0.00
MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) ***INCLUDES HOTEL & MEALS*** ACCESSORY GROUP OPTIONS TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		\$0.00 \$0.00 \$0.00 \$0.00
MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) ***INCLUDES HOTEL & MEALS*** ACCESSORY GROUP OPTIONS TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		\$0.00 \$0.00 \$0.00 \$0.00
MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) ***INCLUDES HOTEL & MEALS*** ACCESSORY GROUP OPTIONS TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		\$0.00 \$0.00 \$0.00 \$0.00
MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) **INCLUDES HOTEL & MEALS*** ACCESSORY GROUP OPTIONS TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		\$0.00 \$0.00 \$0.00 \$0.00
MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) **INCLUDES HOTEL & MEALS*** ACCESSORY GROUP OPTIONS TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		\$0.00 \$0.00 \$0.00 \$0.00
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MANUALS & TRAINING: ADDITIONAL PAPER OPERATOR'S MANUAL USB OPERATOR'S MANUAL TRAINING - CUSTOMER LOCATION (1 DAY) TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY) TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) ***INCLUDES HOTEL & MEALS*** ACCESSORY GROUP OPTIONS TOOLS - SEE PARTS CATALOG AND PARTS PRICE LIST	PARTS		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Home > Cooperative Purchasing > Contracts - Fleet > Public Utility & Airport Equipment > Sewer Equipment









Contract#: 022014-SCA

Category: Public Utility & Airport Equipment

Description: Sewer Cleaning and Hydro Excavating Equipment

Maturity Date: 03/18/2018

Sewer Equipment, formally Sewer Equipment Co. of America, is the new corporate home of Ramvac Hydro Excavators, Mongoose Jetters, Sewer Equipment Co. of America and Vacmasters by Sewer Equipment. With 75 years of experience, Sewer Equipment and its brands proudly provide customers with the highest quality truck and trailer jetters, combination sewer cleaners, easement machines, hydro and air excavators, rodders and bucket machines. We stand behind our commitment to providing the "Best Products, Best Local Support".

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide

Vendor Contact Info

Tom Hochmuth
Direct Phone: 815-342-1700
tomhochmuth@sewerequipment.com
www.sewerequipment.com

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY TO PIGGYBACK ONTO NATIONAL JOINT POWERS ASSOCIATION (NJPA) CONTRACT NO. 022014-SCA TO AWARD THE PURCHASE OF ONE (1) 866 RODDER SERIES II TO PLUMBERS DEPOT, INC., AN AUTHORIZED DISTRIBUTOR FOR SEWER EQUIPMENT CO. OF AMERICA, IN AN AMOUNT NOT TO EXCEED \$73,530.12

WHEREAS, as part of the Fiscal Year 2018 annual budget, the City Council approved funding through the Sewer Service Fund for the purchase of one (1) 866 RODDER Series II for the National City Engineering and Public Works Department; and

WHEREAS, there is an opportunity to piggyback onto National Joint Powers Association Contract No. 022014-SCA with Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase, and whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the purchasing agent's determination that the National Joint Powers Association's procurement procedures are in substantial compliance with National City's procurement procedures and with Section 2.60.260 of the National City Municipal Code, and authorizes the waiver of the bidding process.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City, consistent with Section 2.60.260, to cooperatively purchase one (1) 866 RODDER Series II for the National City Engineering and Public Works Department from Plumbers Depot, Inc., an authorized distributor for Sewer Equipment Co. of America, in an amount not to exceed \$73,530.12, based on National Joint Powers Alliance Contract No. 022014-SCA.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhan

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in eligible project expenditures through the Highway Safety Improvement Program (HSIP); and 2) authorizing the establishment of an Engineering Grants Fund appropriation of \$625,230 and corresponding revenue budget.

PREPARED BY: Jose Lopez, Assistant Engineer – Civi DEPARTMENT: Engineering & Public Works
PHONE: 619-336-4312

APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

HSIP Grant - \$625,230 Revenue Account No. 296-06583-3498 Expenditure Account No. 296-409-500-598-6583

(Midblock Ped Crossing Enhancements-HSIP Grant)

APPROVED: Mal

Finance

APPROVED:

MIS

M. Mengamelle

Local Match - \$99,470

Expenditure Account No. 001-409-500-598-6573

(Traffic Safety Enhancements)

Local match appropriated through FY 2018 CIP budget

ENVIRONMENTAL REVIEW:

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(27), approved May 8, 2017

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to execute Program Supplement Agreement No. F013 with Caltrans for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in HSIP grant funds.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation w/ Exhibit
- 2. Program Supplement Agreement
- 3. Resolution

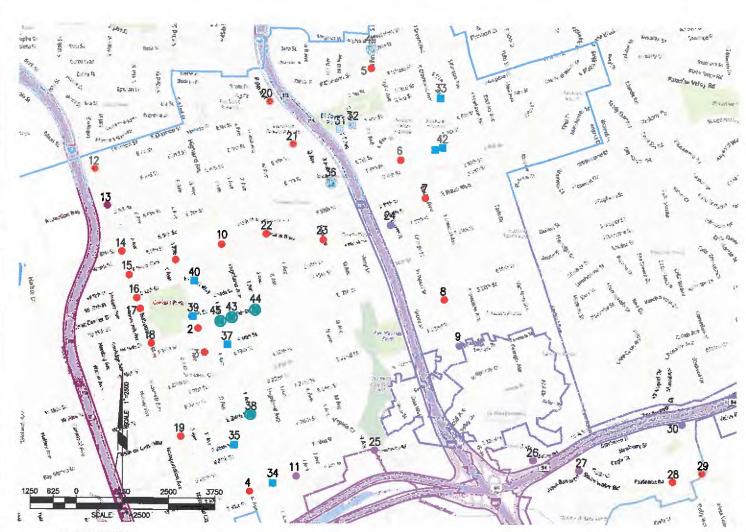
Explanation

On November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$625,230 Highway Safety Improvement Program (HSIP) grant for the Citywide Midblock Pedestrian Crossing Enhancements Project. Caltrans has allocated \$625,230 for construction. There is a local match requirement of \$99,470, which is available in the Traffic Safety Enhancements CIP expenditure account through FY 2018 CIP budget appropriations.

This project includes the following safety enhancements (see attached Project Location Map):

- Replace existing safety light fixtures with new LED fixtures at 30 signalized intersections Citywide;
- 2) Install pedestrian level LED street lights at 16 midblock crosswalks; and
- 3) Implement pedestrian safety enhancements such as Americans with Disabilities Act (ADA) curb ramps, corner bulb-outs, sidewalks, and solar powered flashing crosswalk signs at 6 midblock crosswalks.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. F013 to Administering Agency-State Master Agreement No. 11-5066F15 is required to allow for reimbursement of eligible project expenditures through the Federal HSIP grant.



LEGEND

SIGNALIZED LOCATION (CM: S2) — CITY BOUNDARY

MIDBLOCK LOCATION (CM: R38) - CALTRANS RIGHT OF WAY

PROPOSED POPOUTS (CM: R38)

*NOTE: ALL PROPOSED WORK IS WITHIN CITY RIGHT OF WAY

Int#	Signalized Intersection	
1	D Ave & Plaza Blvd	
2	D Ave & 15th St	
3	D Ave & 18th St	113
4	D Ave & 30th St	
5	Euclid Ave & Division St	
6	Euclid Ave & 8th St	
7	Euclid Ave & Plaza Blvd	
8	Euclid Ave & 20th St	
9	Euclid Ave & 24th St	
10	Highland Ave & Plaza Blvd	
11	Highland Ave & 30th St	
12	National City Blvd & 1st St	
13	National City Sivd & 4th St	
14	National City Blvd & 8th St	
15	National City Blvd & Plaza Blvd	

16	National City Blvd & 12th St
17	National City Blvd & Civic Center De
18	Mattonal City slvd & 16th St
19	National City Blvd & Mile of Cars Wy
20	Palm Ave & Division Rd
21	Palm Ave & 4th St
22	Plaza Blvd & L Ave
23	Pisza Bivd & Palm Ave
24	Plaza Blvd & Grove St
25	Sweetwater Rd & Valley Rd
26	Sweetwater Rd& Plaza Bonita Rd/Stockman St
27	Sweetwater Rd & Calmoor St
78	Sweetwater Rd & Plaza Bonita Centerway
29	Plaza Bonita Centerway & Valley Rd

lett. #	Midblock Crossing
31	4th & T Ave
32	4th & U Ave
33	4th & S. Drexel Ave
34	30th & FAve
35	D Ave & 26th St
36	Eth & R Ave
37	18th 8. F Ave

int.#	Midblock Crossing
38	24th & F Ave
39	D Ave & 15th St
40	Kimbali Way & E Ave
41	Euclid Ave & Beta St
42	8th & Burden Dr (2)
43	16th & G Ave
44	16th & I Ave
45	16th & F ave

PROPOSED LED SAFETY LIGHTING:



TYPICAL AT SIGNALIZED LOCATIONS

PROPOSED MIDBLOCK CONFIGURATIONS:



PROPOSED LED STREET LIGHTING PROPOSED CURB POPOUTS AT SIX LOCATIONS



PROPOSED CONDITIONS

CITY OF NATIONAL CITY COUNTERMEASURES: \$2 AND R38 2015 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

3-2

ATTACHMENT

135 of 400

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance 1120 N STREET P.O. BOX 942874, MS# 1 Sacramento, CA 94274-0001 TTY 711 (916) 654-3883 Fax (916) 654-2408

July 24, 2017

Mr. Stephen Manganiello Director of Public Works City of National City 1243 National City Boulevard National City, CA 91950-4301



File: 11-SD-0-NATC HSIPL-5066(034)

Signalized Intersections on the following corridors: D Ave, Euclid Ave, Highland Ave, National City BI,

Dear Mr. Manganiello:

Enclosed are two originals of the Program Supplement Agreement No. 013-F to Administering Agency-State Agreement No. 11-5066F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

ADAM AMBROSINI, Acting Chief

Office of Project Implementation - South

Division of Local Assistance

Enclosure

c: DLA AE Project Files (11) DLAE - Bing Luu DEPARTMENT OF TRANSPORTATION DIVISION OF ACCOUNTING LOCAL PROGRAM ACCOUNTING BRANCH

Attention: City of National City

FINANCE LETTER

Date: 07/20/2017

EA No:

D_CO_RT: 11-SD-0-NATC Project No: HSIPL-5066(034)

Adv Project Id: 1117000197

Period of Performance End Date: 04/17/2019

Agreement End Date: 01/17/2021

FINANCE ITEMS	PRO RAYA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL ZS30	LOCAL	OTHER (NON- PART.)
Construction	Lump Sum	\$1,054,570.00	\$724,700.00	86.27%	\$625,230.00	\$99,470.00	\$329,870.00
Contract Items: \$958,700 Contingencies: \$95,870 Total: \$1,054,57							
Totals:		\$1,054,570.00	\$724,700.00	0.00%	\$625,230.00	\$99,470.00	\$329,870.00

Participation Ratio: 68.72%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature:

For questions regarding finance letter, contact:

Title: HQ Sr. Area Engineer

Printed Name: Nahed Abdin Telephone No: 916-653-7928

Remarks: RFA for CON. \$625,230 Fed ZS30

				ACCOL	INTING I	NFORMATION	HSIF	PL-5066(034)	Cooperative Wo	rk Agreement
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
1117000197	17102F	2030010550	F	\$625,230.00	1617	\$0.00	\$625,230.00	06/30/22	A 75-27-12-15-15-15	-

PROGRAM SUPPLEMENT NO. F013 to ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO 11-5066F15

Adv Project ID

Date: July 7, 2017

1117000197

Location: 11-SD-0-NATC

Project Number: HSIPL-5066(034)

E.A. Number:

Locode: 5066

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 07/11/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Signalized Intersections on the following corridors: D Ave, Euclid Ave, Highland Ave, National City Bl, Palm Ave, Plaza BI, Sweetwater Rd

TYPE OF WORK: Install LED luminaire safety lighting at signalized intersections and ped level LED street lighting

LENGTH: 0.0(MILES)

Estimated Cost	Fed	eral Funds	Matchin	g Funds
	ZS30	\$625,230.00	LOCAL	OTHER
\$1,054,570.00			\$99,470.00	\$329,870.00

CITY OF NATIONAL CITY	STATE OF CALIFORNIA Department of Transportation
RON MORRISON Title MAYOR Date AUGUST 15 - 2017	By Chief, Office of Project implementation Division of Local Assistance
Attest MICHAEL DALLA. CITY CLERK	Date

Accounting Officer

\$625,230.00

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE

Page 1 of 1

PROJECT NUMBER:

Claims Audits 3301 "C" Street, Rm 404				7/11/2017		1117000197
				REQUISITION NUMBER / CONTRACT NUMBER:		
	nento, CA 95816		1	RQS 11180000000	19	
FROM:	rtment of Trai	enortation				
SUBJECT:	Timetic Of Frai			_		
	mbrance Doc	ument				
VENDOR / LO	CAL AGENCY:	uiricitt				
	OF NATIONA	CITY				
			***	•		
\$	625,230.00					
PROCUREMEN	NT TYPE:		- 44	3-40-		
Local	Assistance					
CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TACK (CUDTACK	T WOUNT
23	2016	2660-102-0890	16/17	2030010550	TASK / SUBTASK 2620/0420	
2.0	2010	2000-102-0090	10/1/	2030010330	2020/0420	\$ 625,230.00
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			11.9			
						
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DATE PREPARED:

ADA Notir For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

- 1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

- H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.
- A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

- B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
- C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
- D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
- E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
- F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.
- G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
- H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

- 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.
- I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.
- J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.
- K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY. ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

- L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.
- M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.
- N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

- O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F013 WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE MIDBLOCK PEDESTRIAN CROSSING ENHANCEMENTS PROJECT TO ALLOW FOR REIMBURSEMENT OF UP TO \$625,230 IN ELIGIBLE PROJECT EXPENDITURES THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP), AND AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING GRANTS FUND APPROPRIATION OF \$625,230 AND CORRESPONDING REVENUE BUDGET

WHEREAS, on November 3, 2015, the California Department of Transportation (Caltrans) awarded a \$625,230 Highway Safety Improvement Program ("HSIP") grant to the City of National City for the Citywide Midblock Pedestrian Crossing Enhancements Project that requires a local match of \$99,470, which is available in the Traffic Safety Enhancements CIP expenditure account through Fiscal Year 2018 CIP budget appropriations; and

WHEREAS, the Citywide Midblock Pedestrian Crossing Enhancements Project includes safety enhancements such as replacing existing safety light fixtures with new LED fixtures at 30 signalized intersections Citywide; installing pedestrian level LED street lights at 16 midblock crosswalks; and implementing pedestrian safety enhancements such as Americans with Disabilities Act (ADA) curb ramps, corner bulb-outs, sidewalks, and solar powered flashing crosswalk signs at six (6) midblock crosswalks; and

WHEREAS, to allow for reimbursement of eligible project expenditures through the Federal HSIP grant, the City is required to execute Program Supplement Agreement No. F013 to Administering Agency-State Master Agreement No. 11-5066F15.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement No. F013 with the State of California Department of Transportation (Caltrans) for the Citywide Midblock Pedestrian Crossing Enhancements Project to allow for reimbursement of up to \$625,230 in eligible project expenditures through the Highway Safety Improvement Program (HSIP).

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of an Engineering Grants Fund appropriation in the amount of \$625,230 and a corresponding revenue budget.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement and authorizing the Mayor to execute an Agreement with Ti Trainin

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	August 15, 2017	1		AGENDA IT	EM NO.
authorizing the N \$53,851.00 for th includes advising	nicipal Code section layor to execute an le Police Departme gon the installation	c City of National City n 2.60.220, subsection Agreement with Ti T nt's purchase of a Us of a video projector a tent employees in the	on (B), sole source raining Corp., for e of Force Training and speakers at t	ce procurement and the not to exceed ing Simulator systems to police department.	amount of
PREPARED BY: PHONE: (619): EXPLANATION:	Robert Rounds, Ad	cting Police Captain	DEPARTMEN APPROVED E		3
to City Council res	ctions (BSCC) gran colution #2017-52. of Force Simulator	e Training Simulator of t funds which were p A portion of the BSC of as a de-escalation to	reviously accept C grapt funds ha	ed on April 18, 201	7 pursuant
FINANCIAL STATE ACCOUNT NO. Expenditure: 290-4 The funds are app ENVIRONMENTAL	411-659-*** ropriated and availa	able in the above exp	APPROVED: APPROVED: Denditure account	Mark Rabuto	Finance MIS
This is not a project ORDINANCE: INTO STAFF RECOMMENT Adopt the Resolution	RODUCTION:	ot subject to environment subject to environm			
ATTACHMENTS: Police Staff Report r Standard Agreemen	nemo t				



NATIONAL CITY POLICE DEPARTMENT

Date:

August 1, 2017

TO:

City Council of the City of National City

FROM:

Robert Rounds, Police Acting Captain

SUBJECT:

Staff Report: Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code section 2.60.220, subsection (B), sole source procurement and authorizing the Mayor to execute an Agreement with Ti Training Corp., for the not to exceed amount of \$53,851.00 for the Police Department's purchase of a Use of Force Training Simulator system, that includes advising on the installation of a video projector and speakers at the police department, and onsite training in the operation of the system for six police department

employees.

SUMMARY:

The police department requests authorization to purchase a Use of Force Training Simulator, which includes the training for six police department personnel in the operation of the simulator system, for police department de-escalation skills training. It is recommended the City Council approve the Resolution of the City Council of the City of National City authorizing the City Council to waive the formal bid process pursuant to National City Municipal Code (NCMC) section 2.60.220, subsection (B) (sole source) for the purchase of a Use of Force Training Simulator, including related training in the operation of the simulator system from Ti Training Corp.

BACKGROUND:

On April 18, 2017, the City Council of the City of National City adopted a resolution (#2017-52) ratifying the acceptance of \$294,084.00 in grant money disbursement from the Board of State and Community Corrections (BSCC)/State of California AB109 grant fund for the purposes of increasing positive outcomes between municipal law enforcement and high-risk populations. A portion of the grant funds were to be utilized for the purchase of a Use of Force Training Simulator for de-escalation training. The police department assessed the specific needs of the department to house and utilize a Use of Force Training Simulator. With these specific needs in mind, the police department searched for a Use of Force Training Simulator that would meet the training needs of the department. The police department identified the Ti Training Corp. Use of Force Training Simulator as the only product on the market capable of meeting the National City Police Department's needs of the Mational City Police Department's needs of National City Police Department Nat

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PROCUREMENT PROCESS AND SOLE SOURCE BASIS:

The Police Department is requesting to waive the competitive formal bid requirement pursuant to National City Municipal Code (NCMC) 2.60.220(B). Sole source procurements may be used "when there is only one source from which a particular commodity is available and there is no adequate substitute." In addition, it may be used when "it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet any urgent procurement need." The Police Department staff recommends the purchase of the Ti Training Corp. Use for Force Training Simulator. Based on the Police Department's needs, the Ti Training Corp. Use of Force Training Simulator is the only simulator which will meet the specific needs of the Police Department which are:

- A simulator which can function in a completely dark, partially lit, or fully lit room.
- A simulator with a "smart" "Hit" detection camera with its own processing chip to speed up calculations.
- A simulator with an automated calibration process, eliminating the need for hand held calibration devices and darkened rooms.
- A simulator with the ability to use any unfiltered infrared light designed for night vision.
- A simulator with the ability to use actual flashlights in scenarios with various low lighting conditions.
- A simulator capable of allowing multiple flashlights to be used at the same time.
- A simulator which with the ability to adjust the lighting conditions within a scenario "on the fly" at any time while the scenario is activated.
- A simulator with the capability to track up to 12 laser devices simultaneously and allow the laser devices to be "lane specific."
- A simulator with the ability to magnify the "debrief" playback video, allowing the instructor to magnify an area of interest to show additional details during a debrief session.
- A simulator with a training library of more than 800 fully branching high definition scenarios.
- The need for new training scenarios each year to add to the simulator's library free of charge.

National City Police Department 1200 National City Boulevard National City, CA 91950 (619) 336-4511/Fax (619) 336-4525 www.nationalcitypd.org

- A simulator which offers a vibration feedback vest which can be worn by the participant during training to provide vibrating feedback if the participant is struck by a suspect's weapon.
- A simulator which offers a vibration feedback vest that responds to a laser that floods the room when activated either by the system operator or by an automatic trigger built into various scenarios. If the participant is not behind cover, the vest will activate.
- A simulator company which is authorized by Axon (formerly Taser International) to provide Taser trainer simulation.
- A simulator which utilizes simulated electronic control devices (ECD) manufactured by Axon (formerly Taser International).

See "Exhibit B", Sole Source Letter from Ti Training Corp for a comprehensive description of the Use of Force Training Simulator's functionality.

FISCAL IMPACT:

The cost of the Ti Training Corp Use of Force Simulator, including sales tax and on-site training is \$53,851. The funds for the purchase of the simulator will be taken out of the \$294,084.00 BSCC/State of California AB109 grant money which was already accepted by the City under City Council Resolution #2017-52.

ENVIRONMENTAL IMPACT:

This proposed activity has been reviewed for compliance with the California Environmental Quality Act (CEQA) found under California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, Section 15378 and it has been determined that the activity is not a "Project" as defined under the Code because it will not result in a physical change in the environment. In addition, the activity does not constitute a "Project" within the meaning of the California Public Resources Code Section 21065 in that it has no potential cause to either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment. Therefore, pursuant to Section 15069(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is necessary.

<u>BOARD/COMMISSION RECOMMENDATION:</u> Not applicable.

ATTACHMENTS:

Attachment "B": Sole Source Letter from Ti Training Corp.

National City Police Department 1200 National City Boulevard National City, CA 91950 (619) 336-4511/Fax (619) 336-4525 www.nationalcitypd.org

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AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND TI TRAINING LE, LLC

THIS AGREEMENT is entered into on this 15th day of August, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and TI TRAINING LE, LLC, a Colorado limited liability company, D.B.A. "TI TRAINING CORP" (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide electronic use-of-force training for officers.

WHEREAS, the CITY has determined that the CONTRACTOR is a company engaged in the design, manufacture, sales and maintenance of law enforcement simulators and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

WHEREAS, the CITY has determined that CONTRACTOR is the only source able to meet the Police Department's specific training needs which include the need for a simulator that: can function in a completely dark, partially-lighted, or fully-lighted room; offers vibration feedback if the participant is struck by a suspect's weapon; and offers integrated Axon (formerly Taser International) trainer simulation services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONTRACTOR. The CITY agrees to engage the CONTRACTOR to advise on the installation of a video projector, speaker system, and associated wiring for a portable "Use of Force Training Simulator" at the Police Department, located at 1200 National City Boulevard, National City, CA 91950, as more specificially described in Exhibit "A". Upon completion of such installation, the CONTRACTOR will provide user training for the Use of Force Simulator system at the Police Department. CONTRACTOR shall provide such training to six National City Police Department Officers at a mutually agreed upon date and time, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. EFFECTIVE DATE AND LENGTH OF AGREEMENT. This Agreement will become effective on August 15, 2017. The duration of this Agreement is for the period of August 15, 2017 through December 15, 2017. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A".

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform those installation services and use-of-force training services to National City Police Department Officers as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. In this case the CITY will install the video projector, speaker system, and associated wiring for the portable "Use of Force Training Simulator".

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

- 4. PROJECT COORDINATION AND SUPERVISION. Lieutenant Robert Rounds hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Kila Otte thereby is designated as the Project Director for the CONTRACTOR.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONTRACTOR shall be based on one billing covering actual work performed. The billing shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$53.851. The invoice will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the

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CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. <u>INDEPENDENT CONTRACTOR</u>. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. CONTROL. Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

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- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted.
- 11. <u>LICENSES, PERMITS, ETC</u>. The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. STANDARD OF CARE.

- A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. NON-DISCRIMINATION PROVISIONS. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in

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conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

of the provisions of Colorado workers' compensation requirements; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or

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volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

- 17. <u>INSURANCE</u>. The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:
- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$1,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.
- D. Workers' Compensation Insurance in an amount sufficient to meet Colorado statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.
- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950-4397

- H. Insurance shall be written with only insurers authorized to conduct business in Californiathat hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.
- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.
- K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 18. <u>LEGAL FEES</u>. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

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- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.
- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.
- 20. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Acting Captain Robert Rounds

Police Department City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONTRACTOR:

Kila Otte
Vice President of Sales
Ti Training Corp.

4680 Table Mountain Drive, Suite 150

Golden, CO 80403

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

Standard Agreement Revised May 2017 Page 8 of 11

OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. CONTRACTOR is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. MISCELLANEOUS PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any

Standard Agreement Revised May 2017 Page 9 of 11

exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- L. Subcontractors or SubCONTRACTORs. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subCONTRACTOR(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- M. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[END OF AGREEMENT - SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Standard Agreement Revised May 2017 Page 10 of 11

CITY OF NATIONAL CITY	TI TRAINING LE, LLC, a Colorado limited liability company, D.B.A. "TI TRAINING CORP"
By:Ron Morrison, Mayor	(Corporation - signatures of two corporate officers required) By: (Name)
APPROVED AS TO FORM: Angil P. Morris Jones City Attorney	(Print) Via President (Title)
By:Roberto M. Contreras Deputy City Attorney	By: William Otte (Print) Technical (Title)

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company []
American Family Mutual Insurance Company if selection box is not checked.
6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
Table Mountain Group/Ti Training LE
4680 Table Mountain Dr. Ste 150
Golden, CO 80403

Agent's Name, Address and Phone Number (Agt./Dist.) Amy Virginia Popp 13768 E Quincy Ave Aurora, CO 80015

(303) 627-8088 (193/302)
This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
This certificate does not amend extend or alter the coverage effected by the religion linear linea

This certificate does not amend COVERAGES	I, extend or after the coverag	je afforded by the	e policies liste	d below.		
This is to certify that policies of insurance !! document with respect to which this certific	sted below have been issued to the insu ate may be issued or may pertain, the in	red named above for the surance afforded by the	e policy period indice	ted, notwithstanding any requirement, term or co erein is subject to all the terms, exclusions, and c	ndition of a	ny contract or other
TYPE OF INSURANCE	POLICY NUMBER		EXPIRATION (Mo, Day, Yr)	LIMITS OF LIABILI		oud policies.
Homeowners/ Mobilehomeowners Liability		(MO, Day, 11)	(MO, Day, Yr)	Bodily Injury and Property Damage Each Occurrence		
Boatowners Liability				Bodily Injury and Property Damage	\$,000
Personal Umbrella Liability				Each Occurrence Bodilly Injury and Property Damage	\$,001
Toronal official Elability				Each Occurrence	\$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence Farm Employer's Liability	\$,000
				Each Occurrence Statutory	\$,000,
Workers Compensation and				Each Accident	\$,000
Employers Liability †				Disease - Each Employee	\$,000,
			J.	Disease - Policy Limit	\$,000
General Liability				General Aggregate	\$,000
☐ Commercial General	1			Products - Completed Operations Aggregate	\$	100,
Liability (occurrence)		1		Personal and Advertising Injury	\$,000
	ĺ			Each Occurrence	\$,000,
				Damage to Premises Rented to You	\$,00
			1	Medical Expense (Any One Person)	\$	
D. J. L.			-	Each Occurrence 11	\$,000,
Businessowners Liability				Aggregate**	\$,000,
Linna Linking				Common Cause Limit	\$,000
Liquor Llability				Aggrepate Limit	\$,000,
Automobile Liability				Bodily Injury - Each Person	\$	300,000
Any Auto All Owned Autos				Bodily Injury - Each Accident	\$	300,000
Scheduled Autos Hired Auto	05-XV5737-01	11/21/2016	11/21/2017	Property Damage	\$	300,000
Nonowned Autos				Bodily Injury and Property Damage Combined	\$,000
Excess Liability Commercial Blanket Excess				Each Occurrence/Aggregate	\$,000,
Other (Miscellaneous Coverag	es)			1		
DESCRIPTION OF OPERATIONS / LOCATION The commercial auto additional insured on	policy is endorsed to	include Cit	ty of Nation	be covered u	ared elected inder this po inpleted Ope ch occurrer	d to olicy, Have not erations aggregate noe limit and is
CERTIFICATE HOL	DER'S NAME AND ADDRES	SS I		CANCELLATION	mry colline	ate.
City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950-4397	The state of the	th th up st	lereor, the compar lolder named, but fi pon the company, hown.	the above described policies be cancelled by will endeavor to mail *(days) writ allure to mail such notice shall impose no obli its agents or representatives, *10 days unle	ten notics gation or li ss differen	to the Certificate lability of any kind at number of days
		St	This certifies c ubject to cancellate ATE ISSUED	overage on the date of Issue only. The abon in conformity with their terms and by the law	va of the s	tate of issue.
		1	8/03/2017	AUTHORIZED REPRE		E



CERTIFICATE OF LIABILITY INSURANCE

TITRA-1

OP ID: APH

DATE (MM/DD/YYYY) 08/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER	Insurance	CONTACT NAME:			
	Insurance klin Street	PHONE (A/C, No. Ext):	AX A/C, No);		
Denver, CO 80218 John Klaassen		E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A : Nautilus	17370		
INSURED	Table Mountain Group, LLC Ti Training LE, LLC	INSURER B : Auto-Owners Insurance	18988		
	Ti Training Corp	INSURER C : Evanston	35378		
	Ti Outdoors, LLC 4680 Table Mountain Dr Ste170	INSURER D : Gemini Insurance Company			
	Golden, CO 80403	INSURER E :			
		INSURER F:	TT ALL MA MANAGEMENT		
COVERA	GES CERTIFICATE NUMBER:	REVISION NUME	ED.		

REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

NSR LTR	TYPE OF INSURANCE	ADDL	CIES. LIMITS SHOWN MAY HAVE SUBRI WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5	
	GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY		NN700660	06/27/2017	06/27/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
D	CLAIMS-MADE X OCCUP	1				MED EXP (Any one person)	\$	5,000
ט	X E&O Insurance		32009600EO	07/27/2017	07/27/2018	PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMPIOP AGG	\$	Included
	X POLICY PRO-					E&O insur	S	1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	ANY AUTO ALL OWNED SCHEDULE	_	NN700660	06/27/2017	06/27/2018	BODILY INJURY (Per person)	\$	
	AUTOS AUTOS			1,500	017 06/27/2018	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWN	=0				PROPERTY DAMAGE (PER ACCIDENT)	\$	
							\$	THE THE
_	WIND WARELLA LIAB X OCCUP			Later And		EACH OCCURRENCE	\$	1,000,000
С	CLAIMS	-MADE	XOBW6035016	06/27/2017	06/27/2018	AGGREGATE	\$	1,000,000
	DED RETENTION \$ WORKERS COMPENSATION				1		5	
	AND EMPLOYERS' LIABILITY	Y/N				WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$	
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$	
_	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
B	Business Property Emp. Dishonesty		74884253 74884253	06/27/2017 06/27/2017		Bus Prop Emp Dis.		212,830 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) National City Police Department is additional insured for ongoing operations as respects general liability per written contract.

CERTIFICATE HOLDER	CANCELLATION
City of National City	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of National City C/O Risk Manager 1243 National City Blvd National City, CA 91950-4397

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

-	UCER				CONTAC NAME:	Risk Mana	gement Dep	artment		
	mercial Lines - (305) 443-4886				PHONE (A/C. No.	(000) 4		FAX (A/C, No): (800) 8	89-0021
	s Fargo Insurance Services USA, Inc.			1.75	E-MAIL ADDRES	141 1 0	omp@Trinet.	com	000)	00 0021
2601	South Bayshore Drive, Suite 1600				HODITE	77.7	A. 10. P. 10. P. 11.	DING COVERAGE		NAIOA
Coc	onut Grove, FL 33133				INSURE			Company of North Ameri	ca	NAIC# 43575
INSUF	RED				INSURE		,	outiparty of Hotal Amount	- U	40010
TriN	et HR III, Inc.				INSURE					
RE:	Table Mountain Group LLC				INSURE		-			
9000	Town Center Parkway				INSURE					
Brad	lenton, FL 34202				INSURE					
COV	ERAGES CER	TIFIC	ATE	NUMBER: 12148524	MOOKE	VF.		REVISION NUMBER: Se	ae held	
CE	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	POLIC	AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY ED BY BEEN R	' CONTRACT THE POLICIES EDUCED BY F	THE INSURE OR OTHER D DESCRIBED PAID CLAIMS.	D NAMED ABOVE FOR TH	E POL	ICY PERIOD
INSR	TTPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MIM/DD/YYYY)	LIMITE	}	
	COMMERCIAL GENERAL LIABILITY							A CONTRACTOR OF THE PARTY OF TH	\$	
	CLAIMS-MADE OCCUR	1						DAMAGE TO RENTED	\$	*********
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					1				6	
	GEN'L AGGREGATE LIMIT APPLIES PER:								S	
	POLICY PRO-								\$	
	OTHER:							THE PARTY OF A STORE STATE OF THE STATE OF T	\$	****
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Es scrident)	\$	
	ANY AUTO								\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	5	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	5	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	5	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	s	
	DED RETENTION \$								s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WLRC64417691		7/1/2017	7/1/2018	X PER OTH-	-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	NIA						E.L. EACH ACCIDENT	8	2,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	S	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	2,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if mon	s space is requir	ed)		
Wo	rkers' Compensation coverage is limited	to w	orksi	te employees of Table Mo	untain G	Froup LLC thr	ough a co-er	nployment agreement with	TriNe	t HR III.
Inc.										
AV	Vaiver of Subrogation applies in favor of	certi	ficate	holder as required by writ	ten con	tract				
1	• • • • • • • • • • • • • • • • • • • •									
CEF	TIFICATE HOLDER				CANC	ELLATION	-			
City	y of National City				SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	ANCEL	LED BEFORE
300	Risk Manager				ACC	ORDANCE WI	TH THE POLIC	EREOF, NOTICE WILL E	E DE	LIVERED IN
	13 National City Boulevard									
Na	tional City, CA 91950-4397				AUTHO	RIZED REPRESE	NTATIVE			
							Olean	Smale		
							/	->		

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Workers' Compensation and Employers' Liability Policy Named Insured Endorsement Number TriNet HR III, Inc. Policy Number WLRC64417691 RE: Table Mountain Group LLC Symbol: Number: Policy Period Effective Date of Endorsement 7/1/2017 TO 7/1/2018 07-01-2017 Issued By (Name of Insurance Company) Indemnity Insurance Company of North America Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950-4397

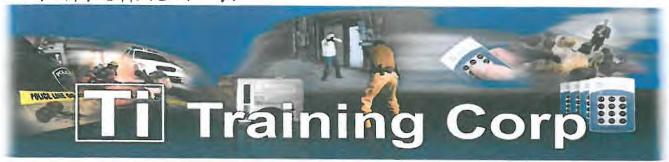
For the states of CA, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ.

Gearns Authorized Agent

WC 00 03 13 (11/05) Ptd. U.S.A.

Copyright 1982-83, National Council on Compensation Insurance

ATTACHMENT "A"



Use of Force Training Simulator Proposal for:

August 2, 2017

Lieutenant Robert Rounds
National City Police Department
Operations Support
(619) 336-4433 – Desk
(619) 336-4525 - Fax
rrounds@nationalcityca.gov



Ti Training Corp. 4680 Table Mountain Drive Suite 150 Golden, CO 80403

Humberto Perez Sales Representative

Humberto@Titraining.com 1.800.634.1936 X 310 (562)324-1532 Cell (303)414-3556 Fax

1 of 6





CONTRACTOR INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Ti Training LE, LLC

BUSINESS STREET ADDRESS: 4680 Table Mountain Dr. Suite 150 Golden, CO 80403

BUSINESS TELEPHONE NUMBER: 303-414-3555

BUSINESS FAX NUMBER: <u>303-414-3556</u>

COUNTY: <u>Jefferson</u> MINORITY OWNED: <u>NO</u>

NATURE OF BUSINESS: Design, Mfg., Sales and Maintenance of LE Simulators

PRINCIAPALS:

NAME: Gregory Otte TITLE: President

NAME: <u>Joe Mason</u> TITLE: <u>Vice President</u>

NAME: Kila Otte TITLE: Sales Director

YEAR EST: 2006

FEDERAL TAX ID # 46-4301759

CCR# X9HJR5

DUNS #_7806 80802



Training Corp.



Training Lab TL-102 -Force Training System: Portable Cor	ofiguration
----------------------------------------------------------	-------------

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TOTAL	tem Pricing	
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TOTAL \$4,900 \$300	EACH \$4,900	
\$4,900 \$300 \$1,400	### Pricing EACH \$4,900 \$300 \$1,400	
\$4,900 \$300 \$1,400 \$250	### Pricing EACH \$4,900 \$300 \$1,400 \$250	
\$4,900 \$300 \$1,400 \$250 \$4,400	### Pricing EACH \$4,900 \$300 \$1,400 \$250 \$2,200	<u>n</u>
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	SUB-TOTAL	\$46,300
	CA Sales Tax 8.75%	\$4,051.25
	Onsite Training	\$3,500
	TOTAL	\$53,851
Master Training is	Instructor Training @ Customer Site or Ti Academy (Golden, CO) of or 6 Students at the customers' site, 3 consecutive days 24 Hours)	
Master Training is Shipping:	instructor Training @ Customer Site or Ti Academy (Golden, CO) for 6 Students at the customers' site, 3 consecutive days 24 Hours) There is no additional charge for shipping. Shipping is FOB destination.	

Ti "Mile High" Support

Ti Training has a full time customer support representative who is available in the Colorado office, toll free phone, land line, fax and e-mail. The office hours in the Golden Colorado customer support department are: M - F, 7am - 6pm. Weekends and after hours the customer support tech is available 24/7 via cellular phone and e-mail. In addition to the full time customer support tech there are two trainers that have the knowledge of system operation. These two support people have the same office hours and are available via cellular phone and e-mail. If a system has to be mailed back for repair the turnaround time is 24 hours, if 24 hours cannot be met, a loaner system will be sent overnight. You can load your content and be up and training with minimal down time. In addition to the regular support Ti Training has an open training policy. Here in the Golden Office Ti hold monthly training session in both technical issues and user interface issue. These monthly classes are free of charge to attend. They are scheduled months out and a simple confirmation assures your people will never go untrained. It is the philosophy of Ti Training the system we manufacture and sell and only as good as the end user and their expectation. With that in mind we do everything possible to maintain an open dialog and continued training to make your training the best it can be.

Below are the bullet points of the customer support plan:



Training Corp.



- 24 Hours a day, 7 days a week, 365 days a year Hot Line Technical Support via telephone
- On-line Remote Maintenance
- [7] Diagnostics, Repair Parts and Labor 100% covered at the Ti Repair Facility in Colorado
- Free Software Updates
- Unlimited Credits to a Instructor Operation / Technical Course offered monthly, based on availability, *Golden, Colorado*
- Loaner system while yours is in repair.

Ti "Mile High" Warranty Upgrade Package

This package includes 4 Years Additional Coverage that starts after the initial 1 year included in the base system package. Anytime within the 5th year of ownership of your Training Lab you can trade it in for a NEW Training Lab for no additional charge! This insures that your training technology is never out of date, always operational and includes the latest in advanced features.

Training Lab™ Master Instructor Initial Certification Course

Ti Training Corp. is committed to providing the best, most advanced and effective training to our customers. It is critical that our customers not only know how to operate the Training Lab™ system and its components, but also how to safely and effectively provide training in the simulated environment. All of this not only provides your agency's officers with the best possible training, it also can reduce agency liability due to the depth of the training received by your instructors

Course Description:

Ti Training Corp.'s course of simulation instruction is designed to train selected students in the set-up, function, operation, and maintenance of the Training Lab™ and Training Room™ interactive simulation systems, manufactured by Ti Training Corp. These systems utilize the latest advances video, laser, RF and programming technology to provide an intuitive, easy to maintain training tools. These tools are designed to aid in teaching Public Safety Personnel to effectively and safely perform their duties. This course begins with classroom theory and progresses to "hands on", proficiency based exercises. We at Ti Training Corp recognize that even the most advanced technology is useless in the hands of someone who cannot effectively operate and maintain that technology.



Training Corp.



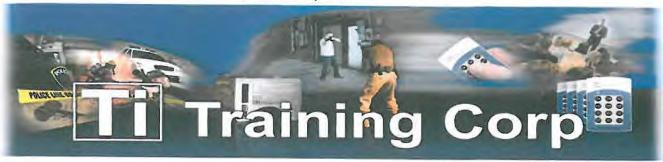
In addition to setup, operation and troubleshooting of the simulator, this course includes an instructor development block entitled "Effective Simulation Training." Developed in conjunction with an accredited college and backed by scientific research, this portion of the course contains the latest training techniques and methodologies for providing effective training in a simulated environment. Some of the components of this section of the course are listed below for reference:

MASTER INSTRUCTOR CERTIFICATION

Successful completion of the entire course of instruction provided by Ti Training Corp. certifies the attendees as "Master Simulation Instructors." As such they can not only provide training to members of your agency but they are also able to certify others within your agency as "Simulation Instructors."

Topics Include:

- -Training Area Set Up
- -Training Objectives
- -Training Evolution
- -Lesson Planning
- -Scenario
- Implementation
- -Effective Debriefing
- -



May 17, 2017 Sole Source Document for Ti Training Simulation Products

Lt. Robert Rounds National City Police Department

Simulation for Law Enforcement has been around for more than 20 years; there have always been several companies offering some form of system. Ti Training has over 100 years of Law Enforcement Simulation manufacturing, sales and service experience within our Management team. We are all owners of the company and have a simple philosophy: Build a tool using the best, most reliable technology and then support our products and customers.

Use of Force Simulator

All simulators essentially have the same functionality of projecting stimulus onto a screen and allowing the trainee to interact with that stimulus. Differences occur in how that stimulus is projected, how the stimulus is created, how the scenario responds to different devices, the level to which the trainee can interact. Additional differences are in design architecture. For example, some systems do not provide the instructor with useful tools that aid in the teaching and learning process. The quality of user training, customer support and service and value also vary greatly among manufacturers. Here is a list of unique features that make the "Training Lab" Use of Force Simulator by Ti Training worthy of being sole sourced.

The Company

- The Company is employee owned small business.
- The company is in its Tenth year of business.
- The company has a D&B rating of 98% positive.
- There is no "Parent" corporation to direct, alter or mingle in our affairs.
- The Company markets and sells only to the Law Enforcement community.
- The President has 21 years of successful Law Enforcement simulation leadership.
- The VP of Operations has 34 years of Law Enforcement sales and 12 years in simulation.
- The VP of Training has 20 years for Law Enforcement Simulation Training experience.
- The VP of Business Development has 22 years in Law Enforcement simulation sales.
- The Director of Sales has 20 years of Training, Content Design & Sales of LE simulators.
- The entire management team has worked together for over a decade.



The Product "Training Lab" Ti used off the shelf products combined with proprietary software and lasers to create the most advanced simulation system for law enforcement today. Ti is the only manufacture of the Training Lab Simulation system to be used with proprietary configuration, lasers and scenarios. These "Sole Source" software features and components are highlighted below.

Computer

- Operating software is Windows

 for familiarity and reliability.
- The computer box is 100% commercially available off the shelf (COTS).
- All cables and connections are COTS.
- Optical Mouse for reliability and a backlit keyboard.
- 22" Flat panel monitor.

Audio System

- 5.1 surround sound speakers are standard.
- Sole Source Item- The Training Lab proprietary software uses the 5.1 surround sound speakers for 3D Audio controls allow the instructor to introduce, in real time, while the scenario is playing; sound effects to further stimulate the student. Sound effects files are accessible on the instructor's screen and can be customized by the end user. Each sound effect can be played from any single speaker or from a combination of speakers in the room to provide directionality.

Projection System

- The projector is a High Definition (HD), 16.9 Native Resolution, and Widescreen High Definition 3D capable Home Cinema Projector. 5500; 1 Contrast Ratio with Smooth Screen Technology,
- The screen is a Da-Lite fast fold free standing screen. Comes with legs and a carrying case, standard. The screen is a 12" x 7' screen (16 x 9 HD format) but if your training environment allows a 14' or even a 16' wide screen can be provided. Hit detect and low light detection cameras
- Sole Source Item: The Hit detect camera is a "smart" camera. It has its own processing chip which helps in speeding up the calculations of the time of shot, location of shot, and it also reads the embedded code that distinguishes the laser device number.
- Sole Source Item: The calibration process is automated to include a line scan procedure. This scan of light on each pixel allows for the system to operate in various lighted situations. It eliminates the need for hand held calibration devices and darkened rooms. This is the most reliable and accurate calibration available in simulation and is only available on the Training Lab by Ti Training. Other simulators use a wand to locate spots on the screen. This is an antiquated calibration method that will result in less accurate shoot detection as well as light control issues.



- The low light detection camera will read a real flashlight with an IR filter and allows for the trainee to use a real flashlight and train in low light conditions.
- Sole Source Item: Any IR light designed for night vision use can be used unfiltered on the system.

Low Light Training

- The Training Lab allows for the use of actual flashlights (covered by special filters). The instructor can set any lighting level for the scenario forcing the use of a flashlight to light up the portion of the screen that the student wants to see. Multiple flashlights can be used. This does not affect the use of any laser device and is not laser based.
- Sole Source Item: The light level can be controlled on the fly using a slider bar control at any time during a scenario to adjust the light level to any level of darkness. Other simulators only allow you to take the level of darks down to complete dark and this decision must be made at the start of the scenario.

Picture in Picture (PiP) -

- While running scenarios you have the ability to capture both color video and audio of the trainee. This video can then be played back in a picture in picture mode with the scenario. Key training points can be highlighted and with the use of the exclusive optical zoom feature dissected. This is critical to effective training since it provides an objective viewpoint for evaluation of performance by the student and the instructor.
- Sole Source Item: The PIP camera can pan and tilt and is controlled by the instructor in real time.. Zoom and focus controls are also on the instructor's screen. This video can be played in the large projected view or swapped into the smaller view to go over key points as needed. The playback can also be located on the screen in any area the instructor desires and at any playback rate, slow motion, frame by frame, or scrolled to a specific point in the video. Other simulators offer a recorded view but only offer a straight play back of the video with no detailed functionality to actually dissect the video for proper debrief with the trainee.

Report Generation w/ Templates

- Reports as simple as Name, Time, Date and Scenario Title to intricate reports detailing time and location of shots can be created using this software. This software can output reports electronically, or into Microsoft Word. Format for immediate printing. All reports can be customized to fit the needs of the individual departments.
- Sole Source Item: Reports can be saved, sent and printed directly from the instructor's debrief screen. The report format can be any Microsoft product, such as Word or Excel. Other simulators only provide a proprietary file that must be reformatted and transferred into a useable document offsite of the simulator.



Debrief Magnification

- During the debriefing of a trainee the instructor has the ability to use the mouse and magnify any portion of the down range screen. Especial on shot placement you will be able to oversize a target or suspect to show in greater detail the point of impact.
- Sole Source Item: The magnification area of interest can be manipulated and changed to show additional details of the area.

Scenario Editor

• Sole Source Item: The Ti Training Scenario Editing software allows you to take any video file footage (standard definition or High Definition) and create multiple branching scenarios for use on the system. It includes an easy to use and intuitive system for defining scenes, hit zones (for firearm, OC, TASER, etc.) and branching options. This software is standard with any purchase of the Training Lab system and training is provided on how to film and edit your custom scenarios easily.

Scenario Library

- Sole Source Item: The heart of any simulator is the content. The Training Lab comes with over 800+ fully branching scenarios. Since our inception we have filmed every scenario using High Definition cameras, we have not modified or stretched and standard definition video scenario to fit the 16 x 9 aspect ratio, they are ALL native HD. Other simulators only recently started to include HD video, and have opted to stretch old standard definition video to fit a 16x9 aspect ratio. This creates extremely distorted resolution and makes the scenarios very difficult to use, cutting the usable scenarios down to only the video filmed in HD. Beware of high scenario counts from other simulation companies. Ti training is the ONLY company providing all HD library of scenarios.
- Sole Source Item: All Scenarios filmed by Ti Training since June 2010 are filmed in 4K resolution. 4K is 4000 times clearer than standard HD. This gives the most realistic and clear video available today.
- Every scenario is filmed by a professional crew using professional actors for quality control. Specific scenarios have post production effects (e.g. blood splatter, sound effects, lighting controls, etc.). to enhance training objectives.
- Prior to filming scenarios, a user group of Law Enforcement trainers are gathered to assist in the writing of each scenario for accuracy and realism. Each calendar quarter, additional scenarios are filmed and are shipped to the end user automatically. These scenarios are created with input from our customers and are free of charge.



3D Scenarios

• Sole Source Item: When a use of force decision is made, relative distances may be the most important factor in deciding if, when and what type of force should be used. The distance from the officer to a subject, the distance between a subject and weapons of opportunity, distances between multiple subjects and other officers or innocents, the size and location of objects between the officer and the subject, etc., are all critically important when determining what force option is most appropriate at a given moment.

In a two-dimensional environment we are programmed to perceive larger objects as closer and smaller objects as further away. This rudimentary method of evaluating distance is often inaccurate and has been shown to contribute to the process of "adverse training" which is the development of habits that are inconsistent with true-life applications. In airplane, vehicle and use of force simulation: this is always the challenge for virtual reality designers, to design systems that appear real so that response can be accurately tested and evaluated.

The Ti Training LabTM system now offers a proprietary module that includes fully branching, high definition (HD 1080i) 3-Dimensional video. The video not only represents true-life proportional height and width accuracy but also adds the element of depth, giving the viewer a fully immersed experience. This type of 3-Dimensional training provides a realistic simulation and forces the brain to process the perceived information consistent with a real world event.

All 3D is not created equal. When evaluating video quality HD is the set standard. When evaluating adding 3D to that HD video the creation of the 3D effect is paramount. In order to have a true 3D effect you must film the video with 2 camera lens in perfect sync this gives the right and left eye aspect ratio. Each "eye" video is then edited separately to insure the highest quality is achieved then the 2 videos are overlapped. This overlapping creates a realistic depth when viewed with 3D eyewear. This type of 3D is Stereoscopic. Then the eyewear is important. Ti Training provides Active Eyewear that preform and undetectable shutter at 120th of a second but seem to the wearer to be just a polarized lens. The effect with our 3D videos is the trainee believes the action from the video is in the room with them.

Other simulators use very old and outdated Anaglyph 3D that utilized colored lens (red & blue) to skew the viewer's color perception. The scenarios are given a "color" treatment instead of using the 2 camera views. This is not realistic for simulation training whenever the trainees are required to use all of their senses to make true judgments. This skewing of the view is more of a confusion and actually takes away from the training value rather than enhance and make it more realistic.

50+3D scenarios come with the system and will be updated for free as we grow the library, every 4 months.



- 3D CGI graphical background and Live video 3D green screen drills (Hogan's Ally) available.
- Sole Source Item: Upgrades to True Distance 3D are available. The upgrade includes a 3D Projector, Upgraded video card and 2 pairs of Active Eyewear.

Graphic Scenarios and Targets

- Sole Source Item: The Training Lab has a group of custom made graphical shooting target programs for skill building and target recognition. i.e. Plate rack, Pepper poppers, Courses of Fire.
- Using CGI imagery and Green screen video mixed the Training Lab can represent any environment realistically and simply.

Custom Course of Fire Software

- Sole Source Item: The Training Lab comes with the software to build any course
 of fire. You have the ability to photography your background, load your targets, score
 and manipulate the range or COF in any manner.
- Sole Source Item: Upgrades to The Firing Line Marksmanship software are available. This would include features such as, windage and ballistics for long guns. Weapons and Devices

The Training Lab has the capability to track up to 12 laser devices simultaneously. The individual tracking allows the instructor to show who shot what device, when that device was fired and the location of impact for that device.

- Sole Source Item: All Laser devices for use on the Training Lab are proprietary and can only be purchased through Ti Training.
- Ti Training Handgun laser insert for dry fire. The laser insert slides into the breach end of the barrel and operates off standard watch batteries. The lasers are individually lane specific. The laser is activated by the firing pin and vibration. The laser is native 9mm but with sizing end caps the same laser can fit a .40 or .45.
- Handgun recoil Kits. This is a recoil kit for handgun. It is a drop in kit with no modifications required of the weapon (the weapon is not included). The recoil cycles the weapon and is powered by CO2 canisters in the magazine.
- Sole Source Item: The TI Training Lock Back Recoil Kit counts rounds and locks the slide back when the weapon is empty. Force Fail drills can also be induces at any time by the instructor. This is not a permanent modification to the handgun and is completely tether less.
- AR-15 Recoil Weapon, CO2 Recoil kit w/Laser. This is a recoil kit by Dvorak. It is a drop in kit with no modifications required of the weapon (the weapon is not



included). The recoil cycles the weapon and is powered by CO2 canisters in the magazine.

- Sole Source Item: Shot Gun Drop in Laser. This is a drop in shell with laser that makes your shotgun interactive with the system. No modifications to your weapon needed. (Weapon not included). Notches are cut from the sides to eliminate the ejection process so that only 1 laser is needed for multiple reloads. The Shotgun Drop in Laser is a multipurpose laser. It can be used for a multi round shot gun blast, a slug, or any less lethal round shotgun launched round, such as a bean bag or Taser Xrep.
- TASER® Device, X -26 or M-26, X2 (Sole Source Item), X3 Laser firing Training Weapon. TASER weapon is manufactured by TASER, Intl. for Ti Training. It is a non-firing, safe weapon. The weapon has the real Laser sight and countdown timer. The cartridges have 2 lasers at an 8 degree spread. A real TASER cartridge can NOT be fired by this "Safe" weapon. TI Training is the ONLY Simulation Company Authorized by TASER International to provide TASER Trainer Simulation.
- Ti Training OC Spray Canister, realistically sized and shaped, pulsing laser canister that fits into standard duty gear OC holsters.
- Baton Branching, Instructor driven branching that shows the appropriate on screen reaction to a baton strike should the student feel that the baton was the correct force option.
- Pepper ball, an adaptor t fits over the end of the actual Pepper ball gun and accepts your current laser insert. The air pressure (No Projectile) hits the laser and activates it by vibration.
- Sole Source Item: 37/40mm Less Lethal Laser. This is a drop in shell that houses a dry fire laser that makes you launcher interactive with the system. No modifications to your weapon needed. (weapon not included)
- Sole Source Item: Vibration Vest Hostile Fire The Vibration Vest is worn during Simulation training while the scenario is playing. When the suspect on the screen uses lethal force or when the suspect strikes at the officer, a laser floods the room and if the trainee is not behind cover the vest is activated by a bright light going off, an audible alarm sounding and an extreme vibration.



Advantages: The Vibration Vest can simulate multiple suspect actions such as punches, kicks and use of lethal force against the trainee. Additionally, it allows for simulated return fire without the need to protect trainee and room from projectiles.

- Simulation Package Includes: 1 Vest, 1 Auxiliary Control Box, and 1 Room Laser
- Force on Force Package Includes: 2 Vests and 2 Gun Lasers

Telemetry

The Training Lab has the ability to track different functions of the trainee. Each of the following devices records information and plays back in real time while debriefing a trainee inside the Training Lab software.

- Sole Source Item: Heart rate An optional wireless heart rate monitor is worn on the trainee and the graph of the trainees heart rate will play back after the scenario in debrief as a graph at the bottom of the screen.
- Sole Source Item: Respiratory rate An optional respiratory belt is worn around the chest of the trainee and the graph of the trainees breathing will play back after the scenario in debrief as a graph at the bottom of the screen.
- Sole Source Item: Trigger graph An optional device is placed on the rails of a handgun and in real time with the scenario in debrief you will see the trigger pressure applied at any given point.

Environmental Controls

Sole Source Item: Auxiliary Control Box With this option the Training Lab has the ability to control on/off switches of devices in the room wirelessly from the instructor monitor. Some examples of devices that can be controlled are:

- Light bar Any light source like a full light bar, a strobe or just room lighting can be controlled by the training Lab instructor for the instructor screen.
- Smoke or Fog machine.
- Wind or fan
- Stress Vest
- Any device with an on-off switch can be added to this environmental control.

Video Productions

• Sole Source Item: Ti Training is the only simulation company with a full time video crew and state of the art video production studio. Our production crew has been professionally filming scenarios, training DVD's and promotional videos for the past 7 years. All of the video equipment is High Definition/4K (Red cameras). Our editing suite allows for computer generated imagery and post scenario effects to enhance the training objectives. The 2500 sq. foot studio has a 60 x 20 green screen and a fully enclosed sound booth. New CGI mixed with real video makes the possibilities endless. The studio and camera are now 3D ready and moving forward all scenarios will be filmed



in 4K 3D. Both 2D and 3D version of each scenario will be available and provided free of charge every 4moths on a self-loading disk. Usually around 25 new scenarios are provided.

• Ti Training also provides our Studio Productions to agencies who would like to produce custom scenarios. We off a link to provide scenario ideas on our website as well as can come onsite with your agency to film any objective and location.

Live Fire

• Sole Source Item: The Training Lab is fully equipped to have the system operate in live fire mode. With the addition of a live fire laser you will have the ability to shoot live round in scenario based training. The scenarios branch and all of the instructor functions remain the same. In debrief you will see shot placement just like in laser mode. There is no need for large, expensive, specialized screen for hit detection. A true breakthrough for live fire judgmental training.

Operational Training

- Sole Source Item: Ti Training Corp. is committed to providing the best, most advanced and effective training to our customers. It is critical that our customers not only know how to operate the Training LabTM system and its components, but also how to safely and effectively provide training in the simulated environment. All of this not only provides your agency's officers with the best possible training, it also can reduce agency liability due to the depth of the training received by your instructors
- Ti Training Corp.'s course of simulation instruction is designed to train selected students in the set-up, function, operation, and maintenance of the Training LabTM and Training RoomTM interactive simulation systems, manufactured by Ti Training Corp. These systems utilize the latest advances video, laser, RF and programming technology to provide an intuitive, easy to maintain training tools. These tools are designed to aid in teaching Public Safety Personnel to effectively and safely perform their duties. This course begins with classroom theory and progresses to "hands on", proficiency based exercises. We at Ti Training Corp recognize that even the most advanced technology is useless in the hands of someone who cannot effectively operate and maintain that technology.
- In addition to setup, operation and troubleshooting of the simulator, this course includes an Instructor development block entitled "Effective Simulation Training." Developed in conjunction with an accredited college and backed by scientific research, this portion of the course contains the latest training techniques and methodologies for providing effective training in a simulated environment.
- Successful completion of the entire course of instruction provided by Ti Training Corp. certifies the attendees as "Master Simulation Instructors." As such they can not only provide training to members of your agency but they are also able to certify others within your agency as "Simulation Instructors."

"The Strongest Element in Training"



 Training is on set up, basic operation, running students through simulation, filming and editing of custom scenarios, recoil gun care and maintenance, troubleshooting, customizing your simulator to your needs and policies and on the Classroom keypad system.

Classroom Simulation Training System

- Classroom keypad system that integrates into the Ti Training Lab or can be freestanding on any computer with Power Point loaded. The software license is free to allow for multiple users and can track up to 1000 response cards per receiver.
- Sole Source Item: Interactive turnkey courses are available for use with the training Room package. Titles cover a wide variety of subjects delivered by the world's leading Law Enforcement trainers.

Ti Pad Remote Instructor Control Tablet

- The entire Training Lab can be operated from a remote, wireless, handheld tablet, iPad. This is especially useful in live fire simulation training and when an instructor wants to move in closer to the trainee while going through scenarios. All instructor monitor functions can be controlled by this remote TiPad.
- Sole Source Item: Interactive turnkey courses are available for use with the training Room package. Titles cover a wide variety of subjects delivered by the world's leading Law Enforcement trainers.

Titanium Lock Back Recoil Kit

- The Titanium Lock Back Recoil Kit is a recoil kit that is exclusively offered by Ti. The kit drops into any Glock without any permanent modifications. Recoil is powered by C02 in the magazine and the kit counts rounds fired until empty and will lock back forcing a reload drill. This kit can also induce a force failure drill.
- Sole Source Item: TI Training is the ONLY Source for this recoil kit for use with LIVE gun without permanent modifications allowing a lock back function without tethers.

Sole Source Item

The Training Lab EX* projects up to 33' wide and incorporates our 180-degree mobile screen system. No matter what your training objectives are, your Training Lab EX system can accommodate them. The Virtual Marksmanship Mode supports up to 12 individual lanes. With a quick and easy adjustment, you can switch to a 180-degree judgment scenario training in a completely immersive environment.

With the Gullwing configuration, you simply close the sides to maximize your training objectives, from flat configuration to 180 degrees - the system stays completely calibrated and can be moved easily and instantly to seamlessly incorporate a vastly expanded array of virtual training options. *Patent pending

"The Strongers Llement in Training"



Ultra-World- Virtual Shoot House

- Ti Training offers a multi room simulation experience that is completely Customizable and Mobile. The Ultra World is an innovative fabricated architectural structure that has 4 different configuration options and incorporates 4 separate projected surfaces (combined in 1 room or spread into separate rooms) all from 1 computer source.
- Sole Source Item: TI Training is the ONLY Source for this Ultra World multiscreen / multi room simulation configuration. Exclusive content is designed for use in each of the mobile wall configurations. All of the screens operate off of a single computer source. Sincerely,

Kila Otte
Ti Training
VP Sales
1-800-634-1936 ext 207
kila@titraining.com

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 2.60.220, SUBSECTION (B), SOLE SOURCE PROCUREMENT, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TI TRAINING CORP., FOR THE NOT TO EXCEED AMOUNT OF \$53,851 FOR THE POLICE DEPARTMENT'S PURCHASE OF A USE OF FORCE TRAINING SIMULATOR SYSTEM THAT INCLUDES ADVISING ON THE INSTALLATION OF A VIDEO PROJECTOR AND SPEAKERS AT THE POLICE DEPARTMENT, AND ONSITE TRAINING FOR SIX POLICE DEPARTMENT EMPLOYEES IN THE OPERATION OF THE SYSTEM

WHEREAS, the City desires to employ a contractor to provide electronic use-offorce training for officers; and

WHEREAS, the City has determined that Ti Training Corp. is a company engaged in the design, manufacture, sales, and maintenance of law enforcement simulators, and is qualified by experience and ability to perform the services desired by the City, and TI Training Corp. is willing to perform such services.

WHEREAS, the City has determined that Ti Training Corp., is the only contractor that provides all the needs identified by the Police Department; and

WHEREAS, National City Municipal Code ("NCMC") Section 2.60.220(B) allows the bid process be waived when the commodity, regardless of value, can be obtained from only one source. Sole source procurements may be used when there is only one source from which a particular commodity is available and there is no adequate substitute. Sole source procurement may also be used when it is clear that competitive bidding will not produce any competitive advantage or would be impractical or not meet an urgent city procurement need; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes waiving the bid process pursuant to Sections 2.60.110(B), of the National City Municipal Code, and authorizes the Mayor to execute an Agreement between the City of National City and Ti Training Corp., in an amount not to exceed \$53,851 for the purchase of a Use of Force Training Simulator System for the Police Department, including advising on the installation of a video projector and speakers at the Police Department, and including onsite training in the operation of the system for six Police Department employees.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting City Council Policy # 206, "Debt Management." (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.:

ITEM TITLE: Resolution of the City Council of the City of National (Management."	City adopting City Council Policy # 206, "Debt
PREPARED BY: Mark Roberts, Director of Finance PHONE: 619-336-4265 EXPLANATION: See attached explanation.	DEPARTMENT: Finance APPROVED BY:
FINANCIAL STATEMENT: ACCOUNT NO. NA	APPROVED: Mark Rabutt FINANCE APPROVED: MIS
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not subject to enviorable of the company of the com	
STAFF RECOMMENDATION: Adopt the resolution, authorizing the adoption of City BOARD / COMMISSION RECOMMENDATION:	Council Policy # 206, "Debt Management."
ATTACHMENTS: 1. Explanation 2. City Council Policy # 206	
3. Resolution	

Explanation

Proposed City Council Policy # 206, "Debt Management" sets forth debt management objectives for the City of National City, the National City Joint Powers Financing Authority, the Successor Agency to the National City Redevelopment Agency, and any other entity for which the City Council acts as legislative body.

Historically, the City of National City has financed various capital expenditures through the issuance of debt and has followed accepted debt management practices and all other legal requirements. Government Code section 8855(i) requires any issuer of public debt to provide to the California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance. Effective January 1, 2017, issuers must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt and that the proposed debt issuance is consistent with those policies. The issuer's local debt policies must include (A) through (E), below.

- A. The purposes for which the debt proceeds may be used.
- B. The types of debt that may be issued.
- C. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- D. Policy goals related to the issuer's planning goals and objectives.
- E. The internal control procedures the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

In addition to meeting the requirement set forth by Government Code section 8855(i), it is prudent financial management for the City to adopt a debt management policy that sets parameters for issuing debt and managing the City's debt portfolio, and provides guidance to decision makers. Adoption of the proposed City Council Policy # 206, "Debt Management," will help ensure that City debt is issued and managed prudently in order to maintain a sound fiscal position and protect the City's credit rating. The attached Debt Management policy has been written to include all elements required by CDIAC as well as best management practices expected by the pertinent credit markets and municipal bond industry.

FISCAL IMPACT

Adopting a formal debt management policy will help ensure a smooth process for issuing and managing debt and a cost effective result.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Debt Management		POLICY #206
ADOPTED: August 15, 2017	AMENDED:	

I. POLICY

This debt management policy (hereafter "Policy") sets forth debt management objectives for the City of National City, the National City Joint Powers Financing Authority, the Successor Agency to the National City Redevelopment Agency, and any other entity for which the City Council acts as legislative body. The term "City" shall refer to each of such entities.

This Policy establishes general parameters for issuing and administering debt. Recognizing cost-effective access to the capital markets depends upon prudent management of the Debt Program, the City Council has adopted this Policy by resolution.

This Policy is intended to comply with California Government Code Section 8855(i).

II. SCOPE

The guidelines established by this Policy will govern the issuance and management of all debt financing for long-term capital needs and not for general operating functions. When used in this Policy, "debt" refers to all forms of indebtedness. The City recognizes changes in the capital markets and other unforeseen circumstances may require action that deviates from this Policy. City Council approval shall be required for implementation of any exceptions to this Policy for such circumstances.

III. GOALS & OBJECTIVES

The purpose of this Policy is to assist the City in pursuit of the following equally important goals and objectives, while providing full and complete financial disclosure and ensuring compliance with applicable state and federal laws:

- minimize debt service and issuance costs:
- maintain access to cost effective borrowing;
- achieve the highest practical credit rating;
- ensure full and timely repayment of debt;

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- maintain full and complete financial disclosure and reporting;
- ensure compliance with applicable state and federal laws.

IV. RELATIONSHIP OF DEBT TO, AND INTEGRATION WITH, THE CITY'S CAPITAL IMPROVEMENT PROGRAM AND BUDGET

<u>Capital Improvement Program</u> – The City Manager or his/her designee (hereafter, "City Manager") shall assess and identify the capital needs of the City and review the current Capital Improvement Program to develop a schedule for when facilities should be improved or acquired. The City Manager shall identify potential funding sources and financing options and match those resources to the capital needs identified in the Capital Improvement Program. In making such determination, the City Manager shall consider the maximum term; average maturity; amortization of debt service; optional redemption features; and use of variable or fixed-rate debt, credit enhancements, and other structuring considerations, as further discussed below.

<u>Budget Integration</u> – The decision to incur new indebtedness should be integrated with the policy decisions embedded in the City Council-adopted annual operating and capital budget. The annual debt service payments shall be included in the operating budget.

The City will integrate its debt issuances with the goals of its Capital Improvement Program by timing issuance of debt to ensure projects are available when needed in furtherance of the City's public purposes. The City will seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its General Fund.

<u>Biennial Review</u> – Recognizing cost-effective access to the capital market depends upon prudent management of the City's debt program, a review of the Policy should be performed at least biennially. The Policy shall be included as an appendix in the annual budget adopted by the City Council. Any substantive changes to the Policy shall be brought to the City Council for consideration and approval.

V. POLICY GOALS RELATED TO THE CITY'S PLANNING GOALS AND OBJECTIVES

In following this Policy, the City shall pursue the following goals:

1. attain the best possible credit rating for each debt issue in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements;

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- 2. take all practical precautions and proactive measures to avoid financial decisions that will negatively impact the City's credit ratings on existing or future debt issues;
- 3. consider market conditions and City cash flows when timing the issuance of debt;
- 4. determine the amortization (maturity) schedule which will fit best within the City's overall debt structure at the times new debt is issued;
- 5. match the term of the issue to the useful lives of assets funded by that issue, when practicable and economical, while considering repair and replacement costs of those assets to be incurred in future;
- 6. when issuing debt, assess financial alternatives so as to minimize the impact on the City's General Fund or special funds, as applicable;
- 7. when planning for the sizing and timing of debt issuance, consider the ability to expend the proceeds in a timely, efficient, and economical manner.

VI. DELEGATION AUTHORITY

Pursuant to the provisions of Section 37209 and 40805.5 of the Government Code of the State of California and to Chapter 2.16.090 of the National City Municipal Code, the Director of Finance, under the direction and control of the City Manager, is responsible for the administration of the financial functions of the City. This Policy grants the City Manager or the Director of Finance the authority to select the financing team, coordinate the administration and issuance of debt, communicate with rating agencies, and fulfill all pre-issuance and post-issuance requirements imposed by or related to state law, federal tax law, and federal securities law.

<u>Financing Team Definitions and Roles</u> – The Financing Team is the working group of City staff and outside consultants necessary to complete a debt issuance, including, but not limited to, bond counsel, disclosure counsel, underwriter, municipal advisor, trustee, pricing consultant, and/or arbitrage analyst.

Typically, the Director of Finance, the City Attorney, the City Manager, and appropriate department head(s) form the City staff portion of the Financing Team. Other staff members or designees may also be appointed to the Financing Team.

<u>Consultant Selection</u> – The City will consider the professional qualifications and experience of consultants as they relate to the specific bond issue or other financing under consideration. In certain instances, the City will conduct a request for proposal/qualification process to select such consultants. Other professionals may be selected by the City Manager or Director of Finance on an as-needed basis.

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VII. METHODS OF FINANCING – TYPES OF DEBT THAT MAY BE ISSUED AND PURPOSES OF DEBT

The City will investigate all possible financing alternatives, including, but not limited to, bonds, loans, state bond pools, and grants. The City also has an impact fee program whereby new development pays its fair share for the increased capital costs that result from new construction. Although impact fee payments are restricted to specific projects or types of projects, the use of these payments, when permitted, can be an important source of financing for certain capital projects.

<u>Cash Funding</u> – The City may fund capital improvements from current revenues or accumulated reserves.

<u>Inter-fund Borrowing</u> – The City may borrow internally from other funds with surplus cash in lieu of issuing bonded debt. Purposes warranting the use of this type of borrowing could include short-term cash flow imbalances, interim financing pending the issuance of bonds, or long-term financing in lieu of bonds for principal amounts of under \$5.0 million. The City funds from which the money is borrowed shall be repaid with interest based upon the earning rate the City deems appropriate given the length of term, repayment source, and other considerations. The City Manager and Director of Finance shall also exercise due diligence to ensure it is financially prudent to borrow from the fund loaning the money. Inter-fund loans will be evaluated on a case-by-case basis. Borrowing between two City funds requires approval by the City Council by resolution. The purpose of inter-fund borrowing is to finance high-priority needs and to reduce costs of interest, debt issuance, and/or administration.

<u>Bank Loans / Lines of Credit</u> – Although the City does not typically utilize lines of credit for the financing of capital projects, financial institution credit is an option for municipal issuers and may be evaluated as a financing option.

Other Loans – The City will evaluate other loan programs, including, but not limited to, State or federal loans.

<u>Bond Financing</u> – The City may issue any bonds which are allowed under federal and state law, including, but not limited to, general obligation bonds, certificates of participation, revenue bonds, land-secured (assessment and special tax) bonds, refunding bonds, and other obligations (see below for details).

General Obligation Bonds – General obligation ("GO") bonds may only be issued with two-thirds approval of the City's registered voters. The California State Constitution (Article XVI, Section 18) limits the use of the proceeds from GO bonds to "the acquisition

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or improvement of real property." Parks, libraries, and public safety facilities are examples of the types of facilities which may be financed with GO bonds.

Lease Financings – Lease financings may take a variety of forms, including certificates of participation, lease revenue bonds, and direct leases (typically for equipment). When the City finances acquisition or construction of capital improvements or equipment with a lease financing, the City agrees to lease either the financed asset or a different asset and, most commonly, the City's lease payments are securitized in the form of certificates of participation or lease revenue bonds. This type of financing requires approval of the City Council.

Revenue Bonds – Revenue bonds are generally issued by the City for enterprise funds which are financially self-sustaining without the use of taxes and, therefore, rely on the revenues collected by the enterprise fund to repay the debt. This type of financing requires approval of City Council.

Assessment Bonds – The Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) and other state laws, subject to Article XIIID of the California Constitution, allow the City to issue bonds to finance improvements which provide "specific benefit" to the assessed real property. Installments are collected on the secured property tax roll of the County. This type of financing is secured by the lien upon and assessments paid by the real property owners and does not obligate the City's General Fund or other funds.

Special Tax Bonds – Under the Mello-Roos Community Facilities Act of 1982, the City may issue bonds on behalf of a community facilities district ("CFD") to finance capital facilities, most commonly in connection with new development. These bonds must be approved by a two-thirds vote of the qualified electors in the CFD, which the Mello-Roos Act defines to mean registered voters if there are 12 or more registered voters in the CFD and, if there are fewer than 12 registered voters, the landowners in the CFD. Bonds issued by the City under the Mello-Roos Act are secured by a special tax on the real property within the CFD. The financed facilities do not need to be physically located within the CFD. As this type of financing is secured by the special tax lien upon the real property, it does not obligate the City's General Fund or other funds.

Refunding Obligations – Pursuant to the Government Code and various other financing statutes applicable in specific situations, the City Council is authorized to provide for the issuance of bonds for the purpose of refunding any long-term obligation of the City. Absent any significant non-economic factors, a refunding should produce net debt service savings (net of reserve fund earnings and other offsets and accounting for transaction costs) of at least 3% of the par value of the refunded bonds on a net present value basis, using the

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refunding issue's true interest cost ("TIC") as the discount rate, unless the City determines a lower savings percentage is acceptable for issues or maturities with short maturity dates. Additionally, the City may determine there are other, compelling "non-economic" reasons (i.e., removal of onerous covenants, terms, or conditions) to issue refunding obligations.

Other Obligations – There may be special circumstances when other forms of debt are appropriate and may be evaluated on a case-by-case basis. Such other forms include, but are not limited to: bond anticipation notes, grant anticipation notes, tax allocation bonds, lease revenue bonds, pension obligation bonds, etc.

VIII. STRUCTURE & TERM

<u>Term of Debt</u> – Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future users of the assets being financed. The standard term of long-term debt borrowing is typically 15-30 years.

Consistent with its philosophy of keeping its capital facilities and infrastructure systems in good condition and maximizing the useful lives of its capital assets, the City will make every effort to allocate sufficient resources to finance ongoing maintenance needs and to provide reserves for periodic replacement and renewal of capital assets. Generally, no debt will be issued for a period exceeding the useful life or average useful lives of projects to be financed.

<u>Debt Repayment Structure</u> – In structuring a bond issue, the City will manage the amortization of the debt and, to the extent possible, match its cash flow to the anticipated debt service payments. In addition, the City will seek to structure debt with aggregate level debt service payments over the life of the debt. Structures with uneven debt service will be considered when one or more of the following exists:

- natural disasters or extraordinary unanticipated external factors make payments on the debt in the early years prohibitive;
- such structuring is beneficial to the City's aggregate overall debt payment schedule;
- such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.

<u>Bond Maturity Options</u> – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, capital appreciation bonds (CABs) may be used. The decision to use term, serial, or CABs is typically driven by market conditions.

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<u>Interest Rate Structure</u> – The City currently issues securities on a fixed interest rate basis only. Fixed rate securities ensure budget certainty through the life of the issue and avoid the volatility of variable rates.

<u>Credit Enhancement</u> – Credit enhancement may be used to improve or establish a credit rating on a City debt obligation. Types of credit enhancement include letters of credit, bond insurance, and surety policies. A credit enhancement may be used if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the City's overall financial objectives.

<u>Debt Service Reserve Fund</u> – Debt service reserve funds are typically held by a trustee to make principal and interest payments to bondholders in the event the pledged revenues are insufficient to do so. The City will fund debt service reserve funds when it is in the City's overall best financial interest. The City may decide not to utilize a reserve fund if the City, in consultation with the underwriter and municipal advisor, determines there would be no adverse impact to the City's credit rating or interest rates.

Per Internal Revenue Service rules, the size of the reserve fund on tax-exempt bond issuance shall be the lesser of:

- 10% of the initial principal amount of the debt;
- 125% of average annual debt service; or
- 100% of maximum annual debt service.

In lieu of holding a cash funded reserve, the City may substitute a surety bond or other credit instrument in its place. The decision to cash fund a reserve fund rather than to use a credit facility is dependent upon the cost of the credit instrument and the investment opportunities.

<u>Call Options / Redemption Provisions</u> – A call option or optional redemption provision gives the City the right to prepay or retire debt prior to its stated maturity date. This option may permit the City to achieve interest savings in the future through the refunding of the bonds. Often the City will pay a higher interest rate as compensation to the buyer for the risk of having the bond called in the future. In addition, if a bond is called, the holder may be entitled to a premium payment (call premium). Because the cost of call options can vary depending on market conditions, an evaluation of factors will be conducted in connection with each issuance. The City, in consultation with the underwriter and municipal advisor, shall evaluate the use of a call option on a case-by-case basis.

<u>Debt Limits</u> – California Government Code Section 43605 states the City shall not incur bonded indebtedness payable from the proceeds of property tax which exceeds 15 percent of the assessed value of all real and personal property of the city.

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The cumulative annual debt service of all bond issues supported by the General Fund is restricted to no more than 15 percent of annual General Fund revenue.

Bond issues supported by enterprise funds or other self-supporting funds should maintain a minimum ratio of net operating income to annual debt service ("coverage ratio") the City concludes is financially prudent. Typically, a higher coverage ratio produces a better credit rating and lower interest rates, yet, if too high, may restrict efficient enterprise operations or unduly induce user rate increases. Therefore, the City should balance the benefits of higher ratings with the operational impact of high coverage ratios.

IX. METHOD OF ISSUANCE AND SALE; DISCLOSURE

Debt issues are sold to a single underwriter or to an underwriting syndicate, either through a competitive sale or a negotiated sale. A negotiated sale may involve the sale of securities to investors through an underwriter or the private placement of the securities with a financial institution or other sophisticated investor. The selected method of sale will be that which is most beneficial to the City in terms of lowest net interest rate, most favorable terms in financial structure, and market conditions. The City will review conditions in conjunction with information and advice presented by the City's municipal advisor.

<u>Competitive Sales of Bonds</u> – In a competitive sale, the terms of the debt will be defined by the City, and the price of the debt will be established through an impartial bidding process amongst qualified underwriters and/or underwriting syndicates. The issue is awarded to the underwriter judged to have submitted the best bid which offers the lowest true interest cost, taking into account underwriting spread, interest rates, and any discounts or premiums.

Negotiated Sale of Bonds – A method for sale of bonds, notes, or other financing vehicles in which the City selects in advance, based upon proposals received or by other means, one or more underwriters to work with it in structuring, marketing, and offering an issue to investors. The negotiated sale method is often used when the issue is: a first-time sale by an issuer (a new credit); a complex security structure, such as variable rate transaction; an unusually large issue; or in a highly volatile or congested market where flexibility as to bond sale timing is important.

<u>Private Placement</u> – A private placement is a variation of a negotiated sale in which the City, usually with the help of a municipal advisor and placement agent, will attempt to place the entire new issue directly with an investor. The investor will negotiate the specific terms and conditions of the financing before agreeing to purchase the issue. Private placements are generally undertaken because the transaction is complex or unique, requiring direct

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negotiations with the investor, or because the issue is small or of a shorter duration and a direct offering provides economies of scale, lower interest costs, and reduced continuing disclosure.

<u>Derivative Products</u> – Because of their complexity, unless otherwise amended, derivative products such as interest rate swaps, interest floaters, and other hybrid securities are prohibited by this Policy.

<u>Initial Disclosure Requirements</u> – The City acknowledges its disclosure responsibilities. Under the guidance of disclosure counsel, the City will distribute or cause an underwriter to distribute its preliminary official statement and final official statement. (Neither is typically required in a private placement, although in some cases a "private placement memorandum" may be required by the investor.)

The Financing Team shall be responsible for soliciting "material" information (as defined in Securities and Exchange Commission Rule 10b-5) from City departments and identifying contributors who may have information necessary to prepare portions of the official statement or who should review portions of the official statement. In doing so, the Financing Team shall confirm the official statement accurately states all "material" information relating to the decision to buy or sell the subject bonds and that all information in the official statement has been critically reviewed by an appropriate person.

In connection with an initial offering of securities, the City and other members of the Financing Team will:

- identify material information which should be disclosed in the official statement;
- identify other persons who may have material information (contributors);
- review and approve the official statement;
- ensure the City's compliance, and that of its related entities, with federal and state security laws, including notification to the California Debt and Investment Advisory Commission (CDIAC) of the proposed debt issue no later than 30 days prior to the sale of any debt issue, and submission of a final report of the issuance to the CDIAC by any method approved by the CDIAC.

The Financing Team shall critically evaluate the official statement for accuracy and compliance with federal and state securities laws. The approval of an official statement shall be placed on the City Council agenda, and shall not be considered as a consent calendar item. The staff report will summarize the City Council's responsibilities with respect to the official statement and provide the City Council the opportunity to review a substantially final official statement. The City Council shall undertake such review as deemed necessary by the City Council to fulfill the City Council's securities law responsibilities.¹

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For any privately placed debt with no official statement, the final staff report describing the issue and such other documents will be provided to the City Council for approval.

X. CREDITWORTHINESS OBJECTIVES

Ratings are a reflection of the general fiscal soundness of the City and the capabilities of its management. Typically, the higher the credit ratings are, the lower the interest cost is on the City's debt issues. To enhance creditworthiness, the City is committed to prudent financial management, systematic capital planning, and long-term financial planning, and, to that end, has an objective of maintaining a credit rating of at least AA- (Standard and Poor's). However, the City also recognizes that external economic, natural, or other events may, from time to time, affect the creditworthiness of its debt.

The most familiar nationally recognized bond rating agencies are Standard and Poor's, Moody's Investors Service, and Fitch Ratings. When issuing a credit rating, rating agencies consider various factors, including, but not limited to:

- the issuer's fiscal status
- the issuer's general management capabilities;
- economic conditions which may impact the stability and reliability of debt repayment sources;
- the issuer's general reserve levels;
- the issuer's debt history and current debt structure;
- project being financed; and
- covenants and conditions in the governing legal documents.

<u>Bond Ratings</u> – The Financing Team will assess whether a credit rating should be obtained for an issuance. The City typically seeks a rating from at least one nationally recognized rating agency on new and refunding issues to be sold in the public market. The Financing Team shall be responsible for determining which of the major rating agencies the City shall request to provide a rating. When applying for a rating on an issue, the Financing Team shall prepare a presentation for the rating agency when it is determined a presentation is in the best interests of the City.

<u>Rating Agency Communications</u> – The City is responsible for maintaining relationships with the rating agencies that assign ratings to the City's debt obligations. This responsibility includes providing the rating agencies with the City's financial statements, if applicable, and any additional information requested.

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XI. POST ISSUANCE ADMINISTRATION – INTERNAL CONTROLS

Notification to the CDIAC – The City shall work with its bond counsel to submit a report of final sale to the CDIAC by any method approved by the CDIAC no later than 21 days after the sale of the debt. The report shall include the information required by CDIAC.

<u>Investment of Proceeds</u> – The City shall invest bond proceeds and reserve funds in accordance with each issue's indenture or trust agreement, utilizing competitive bidding when possible. All investments will be made in compliance with the City's investment policy objectives of safety, liquidity, then yield. The investment of bond proceeds and reserve funds shall comply with federal tax law requirements specified in the indenture or trust agreement and the tax certificate.

When feasible, unexpended bond proceeds shall be held by the trustee. The trustee will be responsible for recording all investments and transactions relating to the proceeds and providing monthly statements regarding the investments and transactions.

<u>Use of Bond Proceeds</u> – The City is responsible for ensuring debt proceeds are spent for the intended purposes identified in the related legal documents and that the proceeds are spent in the time frames identified in the tax certificate prepared by the City's bond counsel. When reasonably possible, proceeds of debt will be held by a trustee, until the City submits written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or Director of Finance. In those cases where it is not feasible for the proceeds of debt to be held by a trustee, the Director of Finance shall retain records of all expenditures of proceeds for the term of the bonds plus 3 years.

Continuing Disclosure – The Director of Finance or designee will ensure the City's annual financial statements and associated reports are posted on the City's web site. The City may also contract with consultant(s) to comply with the Securities and Exchange Commission Rule 15c2-12(b)(5) by filing its annual financial statements, other financial and operating data, and notices of enumerated events for the benefit of its bondholders on the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board (MSRB).

The City shall submit an annual report to the CDIAC for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The annual report shall comply with the requirements of Government Code Section 8855 and related regulations.

<u>Arbitrage Rebate Compliance and Reporting</u> – The use and investment of bond proceeds must be monitored to ensure compliance with arbitrage restrictions. Existing regulations require that issuers calculate rebate liabilities related to any bond issues, with rebates paid to the federal government every five years and as otherwise required by applicable provisions of the Internal

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Revenue Code and regulations. The City shall contract with a specialist to ensure proceeds and investments are tracked in a manner which facilitates accurate, complete calculations, and if necessary, timely rebate payments.

<u>Compliance with Other Bond Covenants</u> – In addition to continuing disclosure and arbitrage monitoring requirements, the City is also responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- annual budgetary appropriations to meet debt service payments;
- taxes/fees are levied and collected where applicable;
- timely transfer of debt service payments to the trustee;
- compliance with insurance requirements;
- compliance with rate covenants; and
- post-issuance procedures established in the tax certificate for any tax-exempt debt.

<u>Retention</u> – A copy of all relevant documents and records will be maintained by the City for the term of the bonds (including refunding bonds, if any) plus 3 years. Relevant documents and records will include sufficient documentation to support the requirements relating to the tax-exempt status.

<u>Investor Relations</u> – While the City shall post its annual financial reports and other financial reports on the City's website, this information is intended for the citizens of the City. Information the City intends to reach the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community, shall be filed on the EMMA system.

Additional requirements for financial statements – It is the City's policy to hire an independent auditing firm with the technical skills and resources to properly perform an annual audit of the City's financial statements. More specifically, the firm shall be a recognized expert in the accounting rules applicable to the City and shall have the resources necessary to review the City's financial statements on a timely basis.

XII. TRAINING

The City shall ensure that the members of the City staff involved in the initial or continuing disclosure process and the City Council are properly trained to understand and perform their responsibilities.

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The City Manager or Director of Finance shall arrange, as necessary, for disclosure training sessions conducted by the City's disclosure counsel. Such training sessions shall include education on the "Initial Disclosure Requirements" and "Continuing Disclosure" sections of this Policy, the City's disclosure obligations under applicable federal and state securities laws, and the disclosure responsibilities and potential liabilities of members of the City's staff and members of the City Council. Such training sessions may be conducted using a recorded presentation.

¹ The Securities and Exchange Commission (SEC), the agency with regulatory authority over the City's compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the preliminary official statement ("POS"). In its "Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors" (Release No. 36761 / January 24, 1996) (the "Release"), the SEC stated that, if a member of the City Council has knowledge of any facts or circumstances of which an investor would want to be aware prior to investing in the bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he/she should endeavor to discover whether such factors are adequately disclosed in the official statement. In the Release, the SEC stated the steps a member of the City Council would take include becoming familiar with the POS and questioning staff and consultants about the disclosure of such facts.

APPENDIX

GLOSSARY

Ad Valorem Tax: a tax calculated "according to the value" of property. Such a tax is based on the assessed valuation of real property and a valuation of tangible personal property.

Amortization: the gradual reduction in principal of an outstanding debt based upon a specific repayment schedule, which details specific dates and repayment amounts on those dates.

Arbitrage: the gain that may be obtained by borrowing funds at a lower (often tax-exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Internal Revenue Code of 1986, as amended.

Assessed Valuation: the appraised worth of property as set by a taxing authority through assessments for purposes of ad valorem taxation

Bond: a security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

Bond Anticipation Notes: short-term notes issued usually for capital projects and paid from the proceeds of the issuance of long-term bonds. Provide interim financing in anticipation of bond issuance.

Bond Counsel: a specialized, qualified attorney retained by the issuer to give a legal opinion concerning the validity of securities. The bond counsel's opinion usually addresses the subject of tax exemption. Bond counsel typically prepares and/or advises the issuer regarding legal structure, authorizing resolutions, trust indentures, and the like.

Bond Insurance: a type of credit enhancement whereby an insurance company indemnifies an investor against default by the issuer. In the event of failure by the issuer to pay principal and interest in full and on time, investors may call upon the insurance company to do so. Once issued, the municipal bond insurance policy is generally irrevocable. The insurance company receives its premium when the policy is issued and this premium is typically paid out of the bond issue.

Call Option: the right to redeem a bond prior to its stated maturity, either on a given date or continuously. The call option is also referred to as the optional redemption provision. Often a call premium is added to the call option as compensation to the holders of the earliest bonds called.

Capital Appreciation Bond: a municipal security on which the investment return on an initial principal amount is reinvested at a stated compounded rate until maturity, at which time the investor receives a single payment representing both the initial principal amount and the total investment return.

CDIAC: California Debt and Investment Advisory Commission

Certificates of Participation: a financial instrument representing a proportionate interest in payments such as lease payments by one party (such as a city acting as a lessee) to another party (often a joint powers authority or non-profit).

Competitive Sale: a sale of bonds in which an underwriter or syndicate of underwriters submit sealed bids to purchase the bonds. Bids are awarded on a true interest cost (TIC) basis, provided other bidding requirements are satisfied. Competitive sales are recommended for simple financings with a strong underlying credit rating. This type of sale differs from a negotiated sale.

Continuing Disclosure: the requirement by the Securities and Exchange Commission for most issuers of municipal debt to post current financial information and notices of enumerated events on the MSRB's EMMA website for access by the general marketplace.

Credit Rating Agency: a company that rates the relative credit quality of a bond issue and assigns a letter rating. These rating agencies include Moody's Investors Service, Standard & Poor's, and Fitch Ratings.

Debt Limit: the maximum amount of debt legally permitted by applicable charter, constitution, or statutes.

Debt Service: the amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

Default: the failure to pay principal or interest in full or on time and, in some cases, the failure to comply with non-payment obligations after notice and the opportunity to cure.

Derivative: a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate index.

Disclosure Counsel: a specialized, qualified attorney retained to provide advice on issuer disclosure obligations, to prepare the official statement and to prepare the continuing disclosure undertaking.

Discount: the difference between a bond's par value and the price for which it is sold when the latter is less than par. Also known as "underwriter discount," this is the fee paid to the underwriter its banking and bond marketing services.

Enterprise Activity: revenue generating project or business. The project often provides funds necessary to pay debt service on securities issued to finance the facility. Common examples include water, wastewater, and solid waste enterprises.

Financing Team: the working group of City staff and outside consultants necessary to complete a debt issuance.

General Obligation ("GO") Bond: a bond secured by an unlimited property tax pledge. Requires a two-thirds vote by the electorate. GO bonds usually achieve lower rates of interest than other financing instruments since they are considered to be a lower risk.

Indenture: a contract between the issuer and the trustee stipulating the characteristics of the financial instrument, the issuer's obligation to pay debt service, and the remedies available to the trustee in the event of default.

Issuance Costs: the costs incurred by the bond issuer during the planning and sale of securities. These costs include, but are not limited to, municipal advisory, bond counsel, disclosure counsel, printing, advertising costs, credit enhancement, rating agencies fees, and other expenses incurred in the marketing of an issue.

Lease: an obligation wherein a lessee agrees to make payments to a lessor in exchange for the use of certain property. The term may refer to a capital lease or to an operating lease.

Lease Revenue Bonds: bonds secured by an obligation of one party to make annual lease payments to another.

Maturity Date: the date upon which a specified amount of debt principal or bonds matures, or becomes due and payable by the issuer of the debt.

Municipal Advisor: a consultant who provides the issuer with advice on the structure of the bond issue, timing, terms, and related matters for a new bond issue.

Municipal Securities Rulemaking Board (MSRB): a self-regulating organization established on September 5, 1975 upon the appointment of a 15-member board by the Securities and Exchange

Agreement. The MSRB, comprised of representatives from investment banking firms, dealer bank representatives, and public representatives, is entrusted with the responsibility of writing rules of conduct for the municipal securities market. The MSRB hosts the EMMA website, which displays information posted by issuers under their continuing disclosure undertakings.

Negotiated Sale: a sale of securities in which the terms of the sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive bidding. The negotiated sales process provides control over the financing structure and issuance timing. Negotiated sales are recommended for unusual financing terms, period of market volatility, and weaker credit quality. A thorough evaluation, usually with the assistance of the City's municipal advisor, of the proposed bond's credit characteristics in conjunction with market conditions will be performed to ensure reasonable final pricing and underwriting spread.

Official Statement (Prospectus): a document published by the issuer in connection with a primary offering of securities which discloses material information on a new security issue, including the purposes of the issue, how the securities will be repaid, and the financial, economic, and social characteristics of the security for the bonds. Investors may use this information to evaluate the credit quality of the securities.

Par Value: the face value or principal amount of a security.

Pension Obligation Bonds ("POBs"): financing instruments used to pay some or all of the unfunded pension liability of a pension plan. POBs are issued as taxable instruments over a 10-40 year term or by matching the term with the amortization period of the outstanding unfunded actuarial accrued liability.

Premium: the excess of the price at which a bond is sold over its face value.

Present Value: the value of a future amount or stream of revenues or expenditures.

Pricing Consultant: the pricing consultant provides a fairness letter to the City or its agent regarding the pricing of a new issue of municipal securities.

Private Placement: a bond issue structured specifically for one purchaser. Private placements are typically carried out when extraneous circumstances preclude public offerings. A private placement is considered to be a negotiated sale.

Redemption: Depending on an issue's call provisions, an issuer may on certain dates and at certain premiums, redeem or call specific outstanding maturities. When a bond or certificate is redeemed, the issuer is required to pay the maturities' par value, the accrued interest to the call date, plus any premium required by the issue's call provisions.

Refunding: a procedure whereby an issuer refinances an outstanding debt issue by issuing a new debt issue.

Rule 15c2-12: rule adopted by the Securities and Exchange Commission setting forth certain obligations of (i) underwriters to receive, review and disseminate official statements prepared by issuers of most primary offering of municipal securities, (ii) underwriters to obtain continuing disclosure agreements from issuers and other obligated persons to provide ongoing annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosure in order to make recommendations of municipal securities in the secondary market.

Reserve Fund: a fund established by the indenture of a bond issue into which money is deposited for payment of debt service in case of a shortfall in current revenues.

Revenue Bond: a bond which is payable from a specific source of revenue and to which the full faith and credit of an issuer is not pledged. Revenue bonds are payable from identified sources of

revenue, and do not permit the bondholders to compel a jurisdiction to pay debt service from any other source. Pledged revenues often are derived from the operation of an enterprise.

Secondary Market: the market in which bonds are sold after their initial sale in the new issue market.

Serial Bonds: bonds of an issue which mature in consecutive years or other intervals and are not subject to mandatory sinking fund provisions.

Special Tax Bonds: bonds issued to fund eligible improvements and paid with special taxes levied in a community facilities district formed under the Mello-Roos Community Facilities Act of 1982, as amended, or other applicable law.

State Revolving Funds: the State Revolving Fund (SRF) loan is a low interest loan program for the construction of water infrastructure projects.

Tax Allocation Bonds: Historically, tax allocation bonds referred to bonds issued under the Community Redevelopment Law to fund eligible capital facilities located within a redevelopment project area. However, as a result of the passage of AB X1 26, the National City Redevelopment Agency has been dissolved and the successor agency's obligations are limited to performing certain enforceable obligations. The California Legislature has enacted a number of laws which establish alternative tax increment financing mechanisms, and tax allocation bonds may be issued under these laws in the future.

Tax and Revenue Anticipation Notes (TRANS): short-term notes issued in anticipation of receiving tax receipts and revenues within a fiscal year. TRANs allow the municipality to manage the period of cash shortfalls resulting from a mismatch between timing of revenues and timing of expenditures.

Term Bonds: bonds which come due in a single maturity but where the issuer may agree to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity and for payment at maturity.

True Interest Cost ("TIC"): Under this method of computing the interest expense to the issuer of bonds, true interest cost is defined as the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of bonds. Interest is assumed to be compounded semi-annually. TIC computations produce a figure slightly different from the net interest cost ("NIC") method because TIC considers the time value of money while NIC does not.

Trustee: a bank retained by the issuer as custodian of bond proceeds and official representative of bondholders. The trustee ensures compliance with the indenture. In many cases, the trustee also acts as paying agent and is responsible for transmitting payments of interest and principal to the bondholders.

Underwriter: a broker-dealer which purchases a new issue of municipal securities from the issuer for resale in a primary offering. The bonds may be purchased either through a negotiated sale with the issuer or through a competitive sale.

Yield: the net rate of return, as a percentage, received by an investor on an investment. Yield calculations on a fixed income investment, such as a bond issue, take purchase price and coupon into account when calculating yield to maturity.

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING CITY COUNCIL POLICY #206, "DEBT MANAGEMENT"

WHEREAS, the City Council of the City of National City recognizes that costeffective access to the capital markets depends on prudent management of the City's debt program; and

WHEREAS, Government Code section 8855(i) requires any issuer of public debt to provide to California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the sale of any debt issue a report of the proposed issuance (the "Report of Proposed Debt Issuance"), and must certify on the Report of Proposed Debt Issuance that they have adopted local debt policies concerning the use of debt, and that the proposed debt issuance is consistent with those policies (the "CDIAC Requirements"); and

WHEREAS, the City Council wishes to set parameters for issuing debt, managing the debt portfolio, and providing guidance to decision makers; and

WHEREAS, the City Council finds and determines that adoption of the attached proposed City Council Policy #206, "Debt Management" (the "Debt Management Policy") will help ensure that debt is issued and managed prudently in order to maintain sound fiscal policy, and is in compliance with the CDIAC Requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby orders and determines as follows:

- Section 1. Recitals. The City Council hereby specifically finds and declares that each of the recitals set forth above are true and correct and are hereby incorporated herein as though set forth in full.
- Section 2. Approval of the Debt Management Policy. This Council hereby declares that the proposed Debt Management Policy attached hereto, is hereby approved as the City of National City's Debt Management Policy.
- Section 3. Authorization to Manage Debt Issuance Functions. The City Manager and Finance Director, or a designee of either, is hereby authorized to manage debt issuance functions for the City of National City in accordance with the Debt Management Policy.
- Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Mishaal D. Dalla City Clark	Assil D. Marris, James City Attangen
Michael R. Dalla, City Clerk	Angil P. Morris-Jones, City Attorney

RESOLUTION NO. 2017 -

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	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Pumpkin Station hosted by Pinery Christmas Trees, Inc. at Westfield Plaza Bonita Mall from September 29, 2017 thru October 31, 2017 with no waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017

AGENDA ITEM NO.:

ITEM TITLE: Temporary Use Permit – Pumpkin Station Bonita Mall from September 29, 2017 thr	n hosted by Pinery Christmas Trees, Inc. u October 31, 2017 with no waiver of fee	. at Westfield Plaza es.
PREPARED BY: Dionisia Trejo PHONE: 619-336-4255 EXPLANATION: This is a request from Pinery Christmas Treion September 29, 2017 thru October 3 Station will be located on the eastside particle of 2-9. Event will include a kid's play centago. Plaza Bonita Mall security will be us	 2017. Daily hours will be from 9 a.m. f rking lot #7 of the mall adjacent to Ring F dren's carnival combined catering to child ter and several rides, an inflatable pump 	n at Plaza Bonita Mall to 9 p.m. Pumpkin Road.
Note: This is the 14 th year for the Pumpki	n Station at Plaza Bonita Mall.	
FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED:	
City fee of \$237.00 for processing the TU review. Total fees: \$1,455.00	APPROVED: P, plus \$1,100.00 for Fire permits and \$1	MIS 118 for Building plan
ENVIRONMENTAL REVIEW: This is not a project and, therefore, not su	ibject to environmental review.	
ORDINANCE: INTRODUCTION FI	NAL ADOPTION	
STAFF RECOMMENDATION: Approve the Application for a Temporary approval with no waiver of fees or in acco	Use Permit subject to compliance with al rdance to City Council Policy 802.	I conditions of
BOARD / COMMISSION RECOMMENDATION	<mark>DN:</mark>	
ATTACHMENTS: 1. Application for a Temporary Use Perm 2. Recommended approvals and condition	nit ons	



City of National City Meighborhood Services Department 1243 National City Boulevard Mational City, CA 91950 (619) 336-4364 m fax (619) 336-4217 www.nationalcityca.gov

Special Event Application

Type of Event			
☐ Feir/Festival	☐ Parade/March	☐ Walk or Run ☐ Concert/Perf	ormance
■ TUP	Sporting Event	Other (specify)	
Event Name &			
Event Title Pumple		With the same of t	RECEIVE
Event Location (lis	t all sites being requested) Westfield Plaza Bonita	JUL 1.920
Event Times			Neighborhood Services
Set-Up Starts Date <u>9/5/17</u>	Time 8:00 am	Day of Week Tuesday	City of Autional C
Event Starts Date <u>9/29/17</u>	Time 9:00 am	Day of Week Friday	
Event Ends Date 10/31/17	Time 9:00 pm	Day of Weak Tuesday	
Breakdown Ends Date 11/5/17	Time _5:00 pm	Day of Week Sunday	
Applicant Infor	mation		
Applicant (Your na	me) Norm Osborne	Sponsoring Organization Pin	ery Christmas Trees, ir
Event Coordinator	(if different from applicant	Michael Osborne	
Mailing Address _1	0565 Brookview Lane, Sa	n Diego, CA. 92131	
Day Phone 858-5	66-7466 After Hours Pho	one same Cell 858-688-	1701 Fax none
Public Information	Phone 858-566-7466	E-mail nosborn1@san.rr.com	
(Including attorney's may inour, sustain of bodily injury to or directions of each particles.)	any and all loss, damage, fees) and causes of action or or be subjected to on account leath of any persons (including ty hereto) arising out of or in	ify and hold harmless the City, its office liability, claims, demands, detriments, of any character which the City, its office at of loss or damage to property or the I ing but not limited to the employees, a any way connected to the occupancy, permitted by law.	costs, charges, expense ers, employees and agenta loss of use thereof and for

Special Event Application (continued)
Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Toy Everyth perpenditif countries and leading to the III."

ls your orga	anization a "Tax Exempt, nonprofit" organization? Yes 🗌 No 🖺
Are admiss	ion, entry, vendor or participant fees required? Yes 🗌 No 🔡
If YES, pleas	se explain the purpose and provide amount (s):
\$ 150,000 event.	Estimated Gross Receipts including ticket, product and sponsorship sales from this
125 000	Estimated Expenses for this event.
\$\ as a result (What is the projected amount of revenue that the Nonprofit Organization will receive of this event?
Descriptio	on of Event
☐ First time	event Returning Event include site map with application
Pump For	s description may be published in our City Public Special Events Calendar. Rin Patch W/ games and ricks Children between ages 2-9-
<u> </u>	
Estimated	Attendance
Anticipated f	# of Participants: Anticipated # of Spectators:

Traffic Control, Security, First Aid and Accessibility Requesting to close street(s) to vehicular traffic? Yes ... No ... List any streets requiring closure as a result of the event (provide map): Date and time of street closure: ______ Date and time of street reopening: _____ Other (explain) Requesting to post "no parking" notices? Yes ... No E Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map); Other (explain) Security and Crowd Control Depending on the number of participants, your event may require Police services. Please describe your procedures for both Crowd Control and Internal Security: We use Westfield Mail security as needed. Have you hired Professional Security to handle security arrangements for this event? Yes No B If YES, name and address of Security Organization Security Director (Name): Phone: If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurance/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event is this a night event? Yes Mo I If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: We use halogens, string lights and light towers.

First Aid			
Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes No First aid/CPR certified? Yes No			
			☐ First aid station to be staffed by professional company. ▶ Company
Accessibility			
Please describe your Accessibility Plan for access at your event by individuals with disabilities: We have 5 Handicap Parking Spaces reserved at the entrance to the facility.			
Elements of your Event Setting up a stage? Yes No			
Requesting City's PA system			
☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)			
☐ Applicant providing own stage ►(Dimensions)			
Setting up canopies or tents?			
# of canopies size			
4 # of tents size 20 X 40			
□ No canopies/tents being set up			
Setting up tables and chairs?			
☐ Furnished by Applicant or Contractor			
# of tables • No tables being set up			
# of chairs No chairs being set up			

City/State

Phone Number

[(For City Use Only) Sponsored Events – Does not apply to co-sponsored events

of tables

Contractor Contact Information Address

of chairs

Contractor Name _

☐ No tables being set up

☐ No chairs being set up

☐ Sporting Equipment (explain)
Other (explain)
Not setting up any equipment listed above at event
Having amplified sound and/or music? Yes□ No ■
☐ PA System for announcements ☐ CD player or DJ music
☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band
Other (explain)
If using live music or a DJ. ▶ Contractor Name
Address City/State Physics
Priorie (antibé)
Using lighting equipment at your event? Yes 🗀 No 🍱
☐ Bringing in own lighting equipment
☐ Using professional lighting company ➤ Company Name
Address City/State Phone Number
Using electrical power? Yes No 🗀
■ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration
— 1 or soon warmed lighting — Lot lood size/or lettilesize
Vendor Informatical
PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold of given away during your special event. Also see 'Permits and Compliance' on page 5 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363. Having food and non-alcoholic beverages at your event? Yes No
A THE PARTY OF THE
☐ Vendors preparing food on-site ▶ # ▶ Business License #
☐ Vendors preparing food on-site ► # ■ ■ Business License # ■ ☐ Yes, please describe how food will be served and/or prepared: ☐ You intend to cook food in the swant area please specify the method:
Use Vendors preparing food on-site ► # ► Business License # If yes, please describe how food will be served and/or prepared: If you intend to cook food in the event area please specify the method: GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify):
Use Vendors preparing food on-site ▶ # ▶ Business License # If yes, please describe how food will be served and/or prepared: If you intend to cook food in the event area please specify the method: GAS ELECTRIC CHARCOAL OTHER (Specify): Vendors bringing pre-packaged food ▶ # ▶ Business License #

Pood/beverages to be handled by	organization; no outside vendors
☐ Vendors selling services #	▶ Business License #(s)
Explain services	
☐ Vendors passing out information o	nly (no business license needed) #
► Explain type(s) of information _	
No selling or informational vendors	at event
Having children activities? Yes	No 🗆
requires commercial liability insurance dollars aggregate. In addition, the City pursuant to a separate endorsement, a Risk Manager, along with the Certifical should be filed out at least one week p	e jumps are provided at the event, The City of National City with limits of at least \$1 Million dollars per occurrence/\$2 Million of National City must be named as an Additional Insured which shall be provided by the vendor or its insurer to the City's te of Insurance, for approval prior to the event. The application mor to the event. There is a \$25 fee to process the permit a copy of the "Facility Use Application", please contact the at (619) 336-4580.
Inflatable bouncer house # 1	Rock climbing wall Height
	Arts & crafts (i.e., craft making, face painting, etc.)
Having fireworks or aerial display?	Yes 🗌 No 🖪
Dimensions	Duration
	Max size
National City requires commercial liable occurrence/\$4 Million dollars aggregat Additional insured pursuant to a sepan insurer to the City's Risk Manager, alo event. Depending on the size and/or r	s or another aerial display is planned for your event. The City of lity insurance with limits of at least \$2 Willion dollars per te. In addition, the City of National City must be named as an ate endorsement, which shall be provided by the vendor or its ng with the Certificate of Insurance, for approval prior to the nature of the fireworks display, the City reserves the right to for must also obtain a fireworks permit from the National City Fire
Arranging for media coverage? Yes	□ No 🗐
Yes, but media will not require spec	cial set-up
Yes, media will require special set-	•

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your ev	vent? Yes 🗐 No 🗌	
Yes, we will post signage # 1	Dimensions 4 X 8	
Yes, having inflatable signage #	> (complete Inflatable Signage)	Request form)
Yes, we will have benners #		
☐ What will signs/banners say?		
How will algns/banners be anchored or n		
Waste Management		
PLEASE NOTE: One toilet for every 250 pe are <u>sufficient</u> facilities in the immediate area	eople is required, unless the applicant available to the public during the eve	can show that there nt.
Are you planning to provide portable restro	oms at the event? Yes No 🗆	
If yes, please identify the following:		
► Total number of portable tollets: 4		
► Total number of ADA accessible ports	able toilets: 1	
Contracting with portable tollet vendor.	Diamond Environmental 760-744-	7191
► Load-in Day & Time Dally	Company Load-out Day & Time	Phone
Portable toilets to be serviced. > Time	Daily	
Set-up, Breakdown, Clean-up		
Setting up the day before the event?		
Yes, will set up the day before the event.	. ▶ # of set-up day(s) 10	
No, set-up will occur on the event day		=
Requesting vehicle access onto the turf?		
Yes, requesting access onto turf for set-	up and breakdown (complete attached	Vehicle Access
No, vehicles will load/unload from nearby	y street or parking lot.	

NPDES-Litter Fence
☐ City to install litter fence
Applicant to install litter fence
■ N/A
Breaking down set-up the day after the event?
☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s)
☐ No, breakdown will occur on the event day.
How are you handling clean-up?
☐ Using City crews
Using volunteer clean-up crew during and after event.
Using professional cleaning company during and after event. * Applicant handling clean-up." Miscellaneous
Please list anything important about your event not already asked on this application:

Please make a copy of this application for your records. We do not provide copies.



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information			
Name of Special Event: Pumpkin Station			
	Expected # of Attendees: Phone Number: 858-688-1701		
II. Storm Water Best Management Practices (BMPs			
	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: 8	x		
Will enough recycling bins provided for the event? Provide number of recycle bins: 2	x		
Will all portable tollets have secondary containment trays? (exceptions for ADA compliant portable tollets)	x		
Do all storm drains have screens to temporarily protect track and debris from entering?	x		
Are spill cleanup kits readily available at designated spots?	3.5		

^{*} A Fost-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City Risk Management Department 1243 National City Boulevard National City, CA 91950

Organization:	trees, inc., doa rumpan suuon	
Person in Charge of Activity:	Michael Osborne	
Address: 10665 Brookview Lane,	, San Diego, CA. 92131	
Telephone:	Date(s) of Use:	
HOLD	HARMLESS AGREEMENT	
public or private property, the hold harmless the City of Nat employees and agents from a liability or, for any personal in and other liability, including a	e of a temporary use permit to conduct its act undersigned hereby agree(s) to defend, inditional City and the Parking Authority and its or and against any and all claims, demands, cost njury, death or property damage, or both, or a attorneys fees and the costs of litigation, arising reperty or the activity taken under the permit is bysees or contractors.	emnify and fficers, sts, losses, ny litigation out of or
Official Title: CF6	Date: 7-/6-/7	
For Office Use Only		
Certificate of Insurance A	pproved Date	



Westfield Plaza Bonita 3030 Plaza Bonita Road Suite 2075 San Diego, CA 91950 T (819) 267-2850 F (619) 472-5652

July 10, 2017

City of National City
Attention: Vianey Rivera
Neighborhood Services Division
1243 National City Boulevard
National City, California 91950-4301

Re:

Temporary Use Permit

Pumpkin Station - Westfield Plaza Bonita

Dear Ms. Rivera:

I hereby authorize Norm Osborne, acting as representative of Pinery Christmas Trees, Inc., to operator a business known as Pumpkin Station in parking lot #7 at Westfield Plaza Bonita during the dates of September 1, 2011 – November 5, 2017.

Norm Osborne has permission to install temporary power to poles in parking lot #7 to provide power during the temporary use time if adequate power is not aiready in place.

Norm Osborne will obtain all necessary permits from National City for occupancy at Westfield Plaza Bonita.

Please feel free to call me if you have any questions at 619.267.2850.

Sincerely,

Damien Osip
General Manager
Westfield Plaza Bonita

Cc: retailers file



2017 PLAZZA BONTTA POMDKIN STATION PLOT PLAN/CANODY PLAN

CITY OF NATIONAL CITY

190 LOFE TH

SCALE = 6 = 1 BOX APPROX >

NORTH SWEETHURTS IS , colo Doupkin VINEY FAME PATCH (, B) Pompkin PATICH ENERGONY EXT 24 ONE WAIN ENTERNOE/EXIT SOUTH 360'

← PANG ROAD →

2017 RAZA BONTA PONDEN STAMON FLOT FLANGE CANDEY FLAND

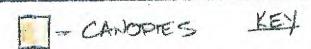
City of NATONAL CITY- 2017

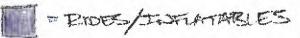
*= FIRE EXTINGUISHERS

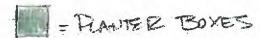
(2 Fine ExTINGUISHERS

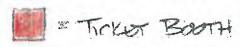
EXTINGUISHERS

REC CANOPY)









* TENTS/CANOPIES

-A = 30x30 ENTERNICE TENT

-B = 30 x20 TEAN TENT

-C = 20110 GAUG ZEAVE TENT

- D = 20 MIO PETTING ZOO TENT

* KIDDLE BIDES & INTLANTISES

- 1 = GIANT SUDE #1

- Z = FETER S WHEEL

-3 = SKYFIGHTER

-4 = SWING FIDE

-5 = TEAR TOMDEE

-6 = MIN SLIDE JOHNE

-7 = GIPNIT GILT #2

-8 = CAR RIDE

= 9 = PLAY CENTER JUDGE

- 10 = TRAIN FIRE

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: Pinery Christmas Trees, inc.

EVENT: Pumpkin Station

DATE OF EVENT: September 29, 2017 thru October 31, 2017

APPROVALS:			
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	I] ON	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

COMMUNITY SERVICES

No comments

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

POLICE DEPARTMENT

Stated Plaza Bonita Mall security is sufficient. Depending on calls for service, the Police Department will provide "extra patrol" as is possible.

CITY ATTORNEY

TUP is approved without the requirement of proof of insurance.

DEVELOPMENT SERVICES (619) 336-4318

Building

As we require for this annual store, the following items will be required on a plan submission (3 copies) prior to opening:

- Provide a floor plan with dimensions.
- Provide occupancy load.
- · Provide size, location and number of exits.
- Provide source and location of electrical energy for this site.
- Provide north arrow on plans.
- Provide signature of plans designer.
- Provide aisle widths within the store.
- Provide building codes to be used for all installations of this site.
- Provide proof that all of the material and equipment within this store meets
 State Fire Marshal requirements.
- Provide elevations and dimensions for the customer counter. Must meet accessibility requirements.
- A fee of \$118.00 per hour will be required to be paid for the plan review.

Planning

No comments

Engineering

No comments

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No comments

FINANCE

Pumpkin Station has a current business license. No other stipulations for this event.

FIRE (619) 336-4550

INSPECTION REQUIRED

\$500.00 FEE FOR CARNIVALS, \$400.00 FEE FOR CANOPIES
PLUS AN ADDITIONAL \$200.00 INSPECTION FEE FOR INSPECTIONS OCCURING
AFTER HOURS OR ON WEEKENDS OR HOLIDAYS

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times.
- 2) Fire Department access into and through the booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- 3) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 4) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 5) Fire hydrants and fire department connections shall not be blocked or obstructed at any time.
- 6) Exit to be maintained in an obstructed manner at all times. Exit way to be clear of all obstructions.
- 7) Exits to be posted EXIT.
- 8) No open flames or smoking inside or adjacent to the tent/canopy. Signs to be posted NO SMOKING.

- 9) Extinguishers to be mounted in a visible location between 3½ to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. Please see attached example.
- 12) Automobiles and other internal combustion engines shall be a minimum distance of twenty feet (20) from all tents and canopies.
- Any electrical power used is to be properly grounded and approved by the Building Official. Extension cords shall be used as "temporary Wiring" only.
- 14) Internal combustion power sources that may be used for "Light Towers" shall be of adequate capacity to permit uninterrupted operation during normal operating hours
- 15) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure
- 16) If tents or canopies are used, tents having an area in excess of 200square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Certificate of State Fire Marshal flame spread shall be provided to the National City Fire Department if applicable.

Canopies:

0 - 400 sf - \$0 401 - 500 sf - \$250.00 501 - 600 sf - \$300.00 601 - 700 sf - \$400.00

Tents:

0 **–200** sf - \$200.00 201 – (+) sf - \$400.00

17) <u>Bales of Straw and Corn Stalks shall meet the requirements for "Flame Propagation and Flame Spread". Proof of product used shall be furnished</u>

to the National City Fire Department prior to opening day. An inspection and test on materials used will be required prior to opening day

- 18) A fire safety inspection is to be conducted by the Fire Department prior to operations of the carnival to include all rides, cooking areas, game booths, etc.
- 18) Fees can only be waived by City Council.
- 19) First Aid will be provided by organization

Note: Organizer shall contact the National City Fire Department for cost associated with this event

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – Padres Pedal the Cause Bicycle Ride sponsored by Padres Pedal the Cause on November 11, 2017 from 9:45 a.m. to 3:00 p.m. with no waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017

AGENDA ITEM NO.:

ITEM TITLE:	Assets and the second of the second of	
Temporary Use Permit – Padres Pedal the Caus	e Bicycle Ride sponsored by Padres Ped	al the Cause or
November 11, 2017 from 9:45 a.m. to 3:00 p.m.	with no waiver of fees.	
PREPARED BY: Dionisia Trejo	DEPARTMENT: Neighborhood S	envices
PHONE: 619-336-4255	APPROVED BY:	CIVICES
EXPLANATION:	- (8)	
This is a request from the non-profit organization Ped	dal the Cause to conduct the "Padres Pedal th	he Cause
bicycle Ride through San Diego County on November	er 11, 2017. This will be the 5th Annual Pedal	the Cause
furidraising cycling event dedicated to raising money	for cancer research in San Diego County.	
OUTBOUND - The course begins at Petco Park at 7:	:00 a.m. heading south towards downtown Sa	an Diego and
the harbor district. This picycle ride will enter the City	Of National City at approximately 0:45 a m a	on Counation
Road onto Bayshore Bikeway going west, riders will a then turn left onto Goesno Place continue straight on looving National City introdiction.	exit hike nath and turn left onto W 22nd Stroot	Distance of the
leaving National City jurisdiction. Event course is map	no indefands Avenue, turning right onto Civic	Center Drive
The event organizers will use the company Statewide	Traffic & Safety to manage traffic control.	
NOTE: This event was approved by Council in 2016 v	with no waiver of fees.	
FINANCIAL STATEMENT:	APPROVED:	FINANCE
ACCOUNT NO.	APPROVED:	MIS
City fee of \$237.00 for processing the TUP through	gh various City departments.	
Total fees: \$237.00		
EN ABOUTE LEADING		
ENVIRONMENTAL REVIEW:		
This is not a project and, therefore, not subject to	environmental review.	
OPPINANCE. INTRODUCTION		
ORDINANCE: INTRODUCTION FINAL AD	OPTION	
STAFF RECOMMENDATION:		
Approve the Application for a Temporary Use Per	rmit subject to compliance with all condition	
approval with no waiver of fees or in accordance	to City Council Policy 802	ons or
	only country only coz.	
BOARD / COMMISSION RECOMMENDATION:		
ATTACHMENTS:		
Application for a Temporary Use Permit		
2. Recommended approvals and conditions of ar	pproval	



City of National City Neighborho ervices Department 1243 National City Boulevard National City, CA 91950 (619) 336-4364 fax (619) 336-4217 www.nationalcityca.gov

Special Event Application

nepartment

Type of Event 1				
☐ Fair/Festival	☐ Parade/March ☐	Walk or Run	☐ Concert/Perfor	mance
☐ TUP	Sporting Event	Other (specify)	Bicycle ride (r	non race)
Event Name & L				
	es Pedal the Cau			
Event Location (list	all sites being requested) $\frac{V}{V}$	arious roads in Na	ational City (see attac	hed information pack)
Event Times				
Set-Up Starts Date	Time NA	_ Day of Week		JUN 1 5 2017
Event Starts Date November 11, 2017	_{Time} 9.45am	_ Day of Weel	Saturday	Neighberhaus == = = = = = = = = = = = = = = = = =
Event Ends Date November 11, 2017	Time 3pm	_ Day of Weel	Saturday	
Breakdown Ends Date	Time NA	_ Day of Week		
Applicant Inform	nation 🖟			
Applicant (Your nar	_{ne)} Anne Marbarge	Sponsoring	Organization Padre	es Pedal the Cause
Event Coordinator	(If different from applicant)	osephine F	anzera CCSI	Sport Event
	286 University Av			
Day Phone 917-38	After Hours Phone		_Cell	Fax
Public Information F	Phone 760 642 2725	E-mail jo@c	csd.com	
Applicant agrees to in from and against ar (including attorney's finay incur, sustain or bodily injury to or de invitees of each party City premises under the undersigned also and that fees and cha	nvestigate, defend, indemnify a ny and all loss, damage, llab lees) and causes of action of ar be subjected to on account of ath of any persons (including hereto) arising out of or in any his agreement to the extent pen or understands and accepts the rges are adjusted annually and	nd hold harmless ility, claims, demany character which loss or damage to but not limited to way connected to mitted by law.	the City, its officers, ands, detriments, con the City, its officers, o property or the loss the employees, subconthe occupancy, enjoyees.	ests, charges, expense employees and agents of use thereof and for ontractors, agents and ownent and use of any
Signature of Applica	ant: Lon		Da	te <u>6/9/17</u>

is your organization a "Tax Exempt, nonprofit" organization? Yes \ No \ Are admission, entry, vendor or participant fees required? Yes \ No \ No \ I. If YES, please explain the purpose and provide amount (s): Participants raise funds for Pedal the Cause in return for riding in the event. Amount raised varies by each individual. 100% of funds go to charitable causes. \$ 3.5m Estimated Gross Receipts including ticket, product and sponsorship sales from this event. \$ 50.5m Estimated Expenses for this event.

\$ \$3m What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Description of Event
First time event Returning Event Include site map with application
Note that this description may be published in our City Public Special Events Calendar. Padres Pedal the Cause is a fundraising cycling event that takes place
in San Diego each year to raise funds for cancer research at
Moores Cancer Center, Salk Institute for Biological Studies,
Sanford Burnham Prebys Medical Discovery Institute and
Rady Children's Hospital. The event raises around \$3m
Anticipated # of Participants: 1000 Anticipated # of Spectators: 0 Patific Control, Security, First Aid and Accessibility Requesting to close street(s) to vehicular traffic? Yes \(\text{No } \equiv \) List any streets requiring closure as a result of the event (provide map): Please refer to attached information
Date and time of street closure: Date and time of street reopening:
Requesting to post "no parking" notices? Yes □ No 園 □ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):
☐ Other (explain)

Security and Crowd Contre



Depending on the number of participants, your event may require Police services.

Not required	Crowd Control and Internal Security:
	andle security arrangements for this event?
	Phone:
provide a copy of its insurance certificate, occurance/\$2 Million dollars aggregate, a of National City, its officers, employees, a	urity firm AND the event will occur on City property, please evidencing fiability with limits of at least \$1 Million dollars per s well as and additional insured endorsement naming the City and agents as additional insureds. Evidence of insurance must a the City's Risk Manager for review and approval prior to the
Is this a night event? Yes \(\bar{\cup} \) No \(\bar{\cup} \) be illuminated to ensure safety of the part	If YES, please state how the event and surrounding area will icipants and spectators:
•	
First Aid	
Depending on the number of participants,	your event may require specific First Aid services.
	ff? Yes ☑ No ☑ First ald/CPR certified? Yes ☑ No ☐ sional company. ▶ Company AMR - see attached medical plan
Accessibility-	
Please describe your Accessibility Plan for Event will be open to cycl	or access at your event by individuals with disabilities:

Contractor Contact Information Address City/State Phone Number Setting up other equipment? Sporting Equipment (explain) Other (explain) Equipment set up in Pepper Park for rest stop. Please see attached document Not setting up any equipment listed above at event Having amplified sound and/or music? Yes No	Elements of your Event		
Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28) ☐ Applicant providing own stage ▶	Setting up a stage? Yes 🗌 No 🗏		
Applicant providing own stage	Requesting City's PA system		
Applicant providing own stage	☐ Requesting City Stage; if yes, which	size? Dimensions (13x28)	Dimensions (20x28)
# of tables No tables being set up # of chairs No chairs being set up # of chairs No chairs being set up (For City Use Only) Sponsored Events - Does not apply to co-sponsored events # of tables No tables being set up # of chairs No chairs being set up Contractor Name City/State Phone Number Setting up other equipment? Sporting Equipment (explain) Pepper Park for rest stop. Please see attached document Not setting up any equipment listed above at event Having amplified sound and/or music? Yes No Pepper Park for Pepper Peppe			
# of tables No tables being set up # of chairs No chairs being set up	Setting up tables and chairs?		
# of chairs No chairs being set up (For City Use Only) Sponsored Events - Does not apply to co-sponsored events	☐ Furnished by Applicant or Contractor		
(For City Use Only) Sponsored Events – Does not apply to co-sponsored events # of tables No tables being set up	# of tables In No tables	ables being set up	
# of tables No tables being set up # of chairs No chairs being set up Contractor Name Contractor Contact Information Address City/State Phone Number Setting up other equipment? Sporting Equipment (explain) Cother (explain) Cother (explain) Cother (explain) Cother (explain) Cother deviation and/or music? Yes No PA System for announcements CD player or DJ music Live Music Cother (explain) Cother (explain) Cother (explain) Cother (explain) Cother deviation and/or music? Yes CD player or DJ music Cother (explain) Cother (explain) Cother (explain) If using live music or a DJ. Contractor Name Address	# of chairs No c	hairs being set up	
# of tables No tables being set up # of chairs No chairs being set up Contractor Name Contractor Contact Information Address City/State Phone Number Setting up other equipment? Sporting Equipment (explain) Cother (explain) Cother (explain) Cother (explain) Cother (explain) Cother deviation and/or music? Yes No PA System for announcements CD player or DJ music Live Music Cother (explain) Cother (explain) Cother (explain) Cother (explain) Cother deviation and/or music? Yes CD player or DJ music Cother (explain) Cother (explain) Cother (explain) If using live music or a DJ. Contractor Name Address	☐ (For City Use Only) Sponsored Event	s – Does not apply to co-sponsore	ed events
Contractor Name Contractor Contact Information Address City/State Phone Number Setting up other equipment? Sporting Equipment (explain) Equipment set up in Pepper Park for rest stop. Please see attached document Not setting up any equipment listed above at event Having amplified sound and/or music? Yes □ No □ PA System for announcements □ CD player or DJ music Live Music ▶ □ Small 4-5 piece live band ▶ □ Large 6+ piece live band Other (explain) If using live music or a DJ. ▶ Contractor Name Address	# of tables	ables being set up	
Contractor Contact Information Address City/State Phone Number Setting up other equipment? Sporting Equipment (explain) Equipment set up in Pepper Park for rest stop. Please see attached document Not setting up any equipment listed above at event Having amplified sound and/or music? Yes No PA System for announcements CD player or DJ music Live Music Small 4-5 piece live band Cther (explain) If using live music or a DJ. ▶ Contractor Name Address	# of chairs 💆 No c	hairs being set up	
Address City/State Phone Number Setting up other equipment? □ Sporting Equipment (explain)	Contractor Name		
Setting up other equipment? Sporting Equipment (explain) Cother (explain) Equipment set up in Pepper Park for rest stop. Please see attached document Not setting up any equipment listed above at event Having amplified sound and/or music? Yes No PA System for announcements CD player or DJ music Live Music Small 4-5 piece live band Large 6+ piece live band Other (explain) If using live music or a DJ. Contractor Name	Contractor Contact Information		
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Other (explain) Equipment set up in Pepper Park for rest stop. Please see attached document Not setting up any equipment listed above at event Having amplified sound and/or music? Yes No PA System for announcements CD player or DJ music Live Music Small 4-5 piece live band Large 6+ piece live band Other (explain) If using live music or a DJ. Contractor Name			
Not setting up any equipment listed above at event Having amplified sound and/or music? Yes □ No □ □ PA System for announcements □ CD player or DJ music □ Live Music ▶ □ Small 4-5 piece live band ▶ □ Large 6+ piece live band □ Other (explain) □ If using live music or a DJ. ▶ Contractor Name □		Penner Park for root stop. Disease	
Having amplified sound and/or music? Yes □ No □ □ PA System for announcements □ CD player or DJ music □ Live Music ▶ □ Small 4-5 piece live band ▶ □ Large 6+ piece live band □ Other (explain)			see attached document
☐ PA System for announcements ☐ CD player or DJ music ☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band ☐ Other (explain)			
☐ Live Music ► ☐ Small 4-5 piece live band ► ☐ Large 6+ piece live band ☐ Other (explain)	Having amplified sound and/or music?	? Yes No 🔟	
Other (explain)	☐ PA System for announcements	☐ CD player or DJ music	
Other (explain)	☐ Live Music ▶ ☐ Small 4-5 piece	e live band 🕨 🔲 Large 6+ pie	ece live band
If using live music or a DJ. ► Contractor Name			
Addison-			
Address City/State Phone Number	>		
	Address	City/State	Phone Number
Using lighting equipment at your event? Yes No	Using lighting equipment at your even	t? Yes ☐ No ■	
☐ Bringing in own lighting equipment			
☐ Using professional lighting company ► Company Name		Company Name	
Address City/State Phone Number			

Using electrical power? You	es No E		
☐ Using on-site electricity	☐ For sound and/or lighti	ng 🗀	For food and/or refrigeration
☐ Bringing in generator(s)	☐ For sound and/or lighting		For food and/or refrigeration
Vendor Information			
are sold of given away dur	ing your special event. Al . For additional information	lso see 'Po n on obta	health permit if food or beverage ermits and Compliance' on page t ining a temporary health permit, at (619) 338-2363.
Having food and non-alco	holic beverages at your ev	ent? Yes	□ No ■
☐ Vendors preparing food	on-site ▶ # ▶ Busi	iness Licer	nse #
If yes, please describe h	ow food will be served and/o	or prepared	f:
☐ Vendors bringing pre-page	ckaged food ▶ # ▶	► Business	License #
☐ Vendors bringing bottled.	, non-alcoholic beverages (i.	e., bottled	water, can soda, etc.) ▶ #
	► Business Lice		
	dise# ► Busine		
	ndled by organization; no ou		
☐ Vendors selling services			
☐ Vendors passing out infor			ed) #
► Explain type(s) of info			200
☐ No selling or informationa			
Having children activities?	Yes□ No 🗉		
requires commercial liability in dollars aggregate. In addition pursuant to a separate endor Risk Manager, along with the should be filed out at least or	nsurance with limits of at lea	est \$1 Millionst be named to the control of the con	vent, The City of National City on dollars per occurrence/\$2 Million and as an Additional Insured evendor or its insurer to the City's prior to the event. The application \$25 fee to process the permit opplication", please contact the
☐ Inflatable bouncer house	#	limbing wa	II Height
☐ Inflatable bouncer slide #			, craft making, face painting, etc.)
Other			o p

Dillieligions	Duration
Number of shells	Max. size
National City requires commercial liability occurrence/\$4 Million dollars aggregate. I Additional Insured pursuant to a separate insurer to the City's Risk Manager, along vevent. Depending on the size and/or natu	ranother aerial display is planned for your event. The City of insurance with limits of at least \$2 Million dollars per in addition, the City of National City must be named as an endorsement, which shall be provided by the vendor or its with the Certificate of Insurance, for approval prior to the re of the fireworks display, the City reserves the right to must also obtain a fireworks permit from the National City Fire
Arranging for media coverage? Yes	No□
Yes, but media will not require special	set-up
Yes, media will require special set-up.	Describe
-Event Signage	
placed on the existing poles on the 1800 b	o-sponsored events, banners publicizing the event may be block and 3100 block of National City Boulevard. The banner Please refer to the City's Special Event Guidebook and Fee
Are you planning to have signage at your	event? Yes 🖪 No 🗌
Yes, we will post signage #	Dimensions see attached signage plan
Yes, having inflatable signage #	
☐ Yes, having inflatable signage #	▶ (complete Inflatable Signage Request form)
	▶ (complete Inflatable Signage Request form)
☐ Yes, we will have banners #	▶ (complete Inflatable Signage Request form)
☐ Yes, we will have banners #	▶ (complete Inflatable Signage Request form)
☐ Yes, we will have banners # What will signs/banners say? How will signs/banners be anchored or Waste Management . PLEASE NOTE: One toilet for every 250	▶ (complete Inflatable Signage Request form)
☐ Yes, we will have banners # What will signs/banners say? How will signs/banners be anchored or Waste Management . PLEASE NOTE: One toilet for every 250	▶ (complete Inflatable Signage Request form) r mounted? people is required, unless the applicant can show that there as available to the public during the event.
☐ Yes, we will have banners # What will signs/banners say? How will signs/banners be anchored or Waste Management . PLEASE NOTE: One toilet for every 250 are sufficient facilities in the immediate are	▶ (complete Inflatable Signage Request form) r mounted? people is required, unless the applicant can show that there as available to the public during the event.
☐ Yes, we will have banners # What will signs/banners say? How will signs/banners be anchored or Waste Management . PLEASE NOTE: One toilet for every 250 are sufficient facilities in the immediate are Are you planning to provide portable restr	complete Inflatable Signage Request form) remounted? people is required, unless the applicant can show that there as available to the public during the event.
☐ Yes, we will have banners # ☐ What will signs/banners say? ☐ How will signs/banners be anchored or Waste Management . PLEASE NOTE: One toilet for every 250 are sufficient facilities in the immediate are Are you planning to provide portable restrict if yes, please identify the following: ▶ Total number of portable toilets: 8	people is required, unless the applicant can show that there sa available to the public during the event.
☐ Yes, we will have banners # What will signs/banners say? How will signs/banners be anchored or Waste Management . PLEASE NOTE: One toilet for every 250 are sufficient facilities in the immediate are Are you planning to provide portable restrictions, please identify the following:	people is required, unless the applicant can show that there as available to the public during the event. The complete Inflatable Signage Request form) Provided The signage Request form) Provided The signage Request form) Provided The signage Request form)
☐ Yes, we will have banners # What will signs/banners say? How will signs/banners be anchored on Waste Management. PLEASE NOTE: One toilet for every 250 are sufficient facilities in the immediate are Are you planning to provide portable restrict if yes, please identify the following: ▶ Total number of portable toilets: 8 ▶ Total number of ADA accessible portable portable portable in the immediate are sufficient.	people is required, unless the applicant can show that there sa available to the public during the event. rooms at the event? Yes No Diamond Environmental

Set-up, Breakdown, Clean-up:	
Setting up the day before the event?	
Yes, will set up the day before the event.	# of set-up day(s) Only porta potties
No, set-up will occur on the event day	
Requesting vehicle access onto the turf?	
 Yes, requesting access onto turf for set-up and Request form) 	breakdown (complete attached Vehicle Access
No, vehicles will load/unload from nearby street	or parking lot.
NPDES-Litter Fence	
IN DESCRET SINCE	
City to install litter fence	
☐ Applicant to install litter fence	
■ N/A	
Breaking down set-up the day after the event?	
Yes, breakdown will be the day after the event.	▶ # of breakdown day(s) Only porta potties
No, breakdown will occur on the event day.	
How are you handling clean-up?	
☐ Using City crews	
Using volunteer clean-up crew during and after	event.
Using professional cleaning company during an	nd after event.
Miscellaneous?	
Please list anything important about your event not	already asked on this application:
Please refer to attached information pack for infi	ormation on the event, routes an rest ston.

Please make a copy of this application for your records. We do not provide copies.



Special Events

Pre-Event Storm Water Compliance Checklist

 Special Event Info 	ormation
----------------------------------------	----------

Name of Special Event: Padres Pedal the Cause	
Event Address: Various roads in National City	Expected # of Attendees: 1000
Event Host/Coordinator: Padres Pedal the Cause	Phone Number: 760 642 2725

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event?			
Provide number of trash bins: 5	У		
Will enough recycling bins provided for the event?			
Provide number of recycle bins: 5	У		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	У		
Do all storm drains have screens to temporarily protect trash and debris from entering?	У		
Are spiil cleanup kits readily available at designated spots?	V		

^{*} A Post-Event Storm Water Compliance Checklist will be completed by City Staff,

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City Risk Management Department 1243 National City Boulevard National City, CA 91950

Organization: Padre	es Pedal the Cause	
Person in Charge of Act	tivity: Anne Marbarger	
Address: 2445 5th Avenu	ue, suite 402, San Diego, CA 92101, 760 642 27 25	
Telephone:	Date(s) of Use: Sat November 11, 2017	
НС	OLD HARMLESS AGREEMENT	
public or private propert hold harmless the City of employees and agents to liability or, for any person and other liability, include related to the use of publicants, of permittee or its agents, of Signature of Applicants	suance of a temporary use permit to conduct its activities of the undersigned hereby agree(s) to defend, indemnify a of National City and the Parking Authority and its officers, from and against any and all claims, demands, costs, loss and injury, death or property damage, or both, or any litigating attorneys fees and the costs of litigation, arising out of blic property or the activity taken under the permit by the employees or contractors. Date: 6/9/12	and es,
	nce Approved Date	





CITY OF NATIONAL CITY BUSINESS LICENSE APPLICATION

1243 NATIONAL CITY BLVD, NATIONAL CITY, CA 91950
LICENSE WILL NOT BE ISSUED IF REQUIRED INFORMATION IS INCOMPLETE. ENCLOSE PAYMENT WITH APPLICATION. MAKE CHECKS PAYABLE TO THE CITY OF NATIONAL CITY.

PLEASE TYPE OR PRINT

	E BY FE	 1

__ LIC #_

		A. GENERAL I	NFORMATION				
BUSINESS NA	ME (D.B.A. OF Pedal the	INDIVIDUAL NAME)		LOCAL BU	STRESS PHONE		
		ERENT FROM D.B.A.)					
Pedal the	Cause	ERENT FROM D.B.A.)					
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NUMBER	DIR	STREET NAME	TAGNAL CITY	ROOM/SUE	TE NO	THIS STO	B WHEN VALIDATED IS
	1	Not applicable			IE NO.	OFFI	CIAL RECEIPT FROM THE
NUMBER 2445	DIR	MAILING ADDRESS A	ND/OR P.O. BOX				City of
2445		5th Avenue		ROOM/SUT	TENO	Na	tional Cit
-		P.O.	BOX NO.			100	USINESS LICENSE DIVISION
cny San Dieg	0			STATE	ZIP CODE		(619) 336-4330
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4.7. 17.	-, (1)					SB1186	\$
EMAIL ADD	RESS: anne	@gopedal.org				TOTAL	NON/PROFIT
	рт	DANCACTON THE					
		RANSACTION TYPE - CHECK			1		
O NEW BUST	NESS IN NAT	TONAL CITY: BUSINESS WILL	OPEN/OPENED ON:	Novem	ber 11, 2017		
		PREVIOUS BUSINESS NAME:					
HECK ONE:	A STANDIE	FAIR P. C. D. C. D	C. DESCRI	PTION OF BUS	SINESS		
TATE LICENS	E #/ HEALTH	SALE B. D. RETAIL C. SERVICE PERMIT/ ABC #/ DRIVERS LIC. #	E D. I RENTAL UNIT	S, # OF UNITS _	E. D MANUFACT	URING F. O CONTRAC	TOR
		A THE PARTY OF THE		STATE RESA	LE#	FEDERAL ID #/ SOCIAL	SEC. #
ESCRIBE BUS	TNPSS BILLY	552414 DLN: 1705304 INCLUDE PRINCIPAL PRODUCT O	3464023				
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NUMBER OF BL	ISINESS VEHIC	LES OPERATING IN NATIONAL CI	TY WITH YOUR COMPA	NY ADVEDTISTNO	(CCO) ON THEM	cer research.	*
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	ARTNERS/COR	PORATE OFFICERS			00/0 010/11		
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AST NAME	-	FIRST NAME			STATE	ZIP C	ODE
ndovino		Jay Jay	MI T	ITLE Executive Dire	ector	HOM	PHONE
OME ADDRES	5		CITY	200	STATE	ZIPC	ODE
			E. EMERGE	NCY INFORMA	TTON		
IST IN ORDER	OF PRIORITY	AND PROXIMITY TO BUSINESS TH	IE PERSON TO BE CONT	FACTED AT NIGHT	IN CASE OF RREAK IN C	NR ETPE	
Not app	licable.				TITLE		PHONE #
		22 3/10/20					
O VON UNIT							
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Not ap	plicable			PHONE #	4		
(Objection							
IGNATURE	TING	DUAN		TI	TLE A	Λ:	DATE & A
USINESS NA	NE D	1.11/11			Executive	Director	10/11/17
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ATE H/O PD			DA CONT				CONT CIP

FIN 220, 04/11

B/L SENT_

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE P. O. EOX 2508 CINCINNATI, OH 45201

Date: APR 29 2014

PEDAL THE CAUSE SAN DIEGO C/O GARRICE R HAMILTON 7700 PORSYTH PLVD STE 1210 CLAYTON, NO 63105

RECEIVED

MAY 0 1 2014

INTERNAL REVENUE SERVICE ST. LOUIS, MISSOURI Employer Identification Number: 46-0552414 DLW: 17053043464023 Contact Person:

MS. LEE ID# 31208 Contact Telephone Mumber:

Contact Telephone Mumber:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b) (1) (A) (vi)
Porm 990 Required:
Ves

Yes Effective Date of Exemption: June 12, 2012 Contribution Deductibility: Yes

Addendum Applies:

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(1) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(d)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

sincerely,

Tamus Rippende

Director, Exempt Organisations

Enclosure: Publication 4221-PC

Letter 947



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INC.

PRODUCER Aon Risk Services Central,	Inc.	CONTACT NAME:		
St. Louis MO Office		(A/C. No. Ext): (856) 283-7122	FAX (A/C. No.); (800) 3	63-0105
8182 Maryland Avenue St Louis MO 63105 USA		E-MAIL ADDRESS:	(Har. Ho.)	
		INSURER(8) AFFORDI	NG COVERAGE	NAIC#
INSURED		INSURER A: Scottsdale Indemn	ity Company	15580
Pedal the Cause San Diego 2445 5th Ave. Suite 402		INSURER B: National Casualty	Company	11991
San Diego CA 92101 USA		INSURIER C:		11391
		INSURER D:		
	*	INSURER E:	3.5	-
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 570066	MEDOL	CLONI MUNEDIN	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. REVISION NUMBER:

1	TYPE OF INSURANCE	ADDU SUBI	POLICY NUMBER	POLICY EFF	POLICY EXP		wn are as requeste
-	COMMERCIAL GENERAL LIABILITY		8L-KKI-00000069111-00	04/10/2017	04/10/2018	LANTS	
	CLAIMS-MADE X OCCUR			1 1 1 1 1 1 1 1 1	1,000	DAMAGE TO BERTED	\$1,000,00
						PREMISES (Ea occurrence)	\$300,00
						MED EXP (Any one person)	\$5,00
0	EN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,000,00
	POLICY PRO-			}		GENERAL AGGREGATE	
	OTHER:					PRODUCTS - COMP/OP AGG	\$1,600,00
A	UTOMOBILE LIABILITY		8L-KKI-00000069111-00	04/10/2017	04/10/2018	COMBINED SINGLE LIMIT	
H	T ANNUAL TO		And the second s			(Ea accident)	\$1,000,00
L	ANY AUTO OWNED SCHEDULED					BODILY INJURY (Per person)	
L	AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	
X	HIRED AUTOS X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE	
						(Per socident) Comp/Coll Deduct	
	UMBRELLA LIAB X OCCUR		6LXK00000006911200	04/10/2017	04/10/2018	EACH OCCURRENCE	\$1,00
×	EXCESS LIAB CLAIMS-MADE			The second second		AGGREGATE	\$2,000,00
	DED RETENTION					AGGREGATE	\$2,000,00
E	NY PROPRIETOR / PARTNER / EXECUTIVE FFICERMENSER EXCLUDED? Mandatory in NH) yes, describe under SECRIPTION OF OPERATIONS below	N/A				PER STATUTE CTH- STATUTE ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
0	Tyber Liability		8L-KKI-00000069111-00	04/10/2017	04/10/2018	Aggregate Limits	4444
			Claims Made	. /		Crisis Event Aggreg:	\$100,00 \$25,00
y c	PROM OF OPERATIONS / VEHIC of National City, c/o Risk Mar ed in accordance with the poli	iager 124 Cy provi	3 National City Boulevard sions of the General liab	l, National C vility Policy	ity, CA 919	750-4301 are included	as Additional
RT	FICATE HOLDER		CANCEL	LATION			
RT	National City		SHOULI EXPIRA	ANY OF THE	ABOVE DESCRI	BED POLICIES BE CANCELLE	D BEFORE THE ANCE WITH THE

CERTIFICATE I	HOLDER
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CANCELLATION

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Route Signage

Signs will be placed as shown below at each turn marked on cue sheets plus warning signs in advance of turns.

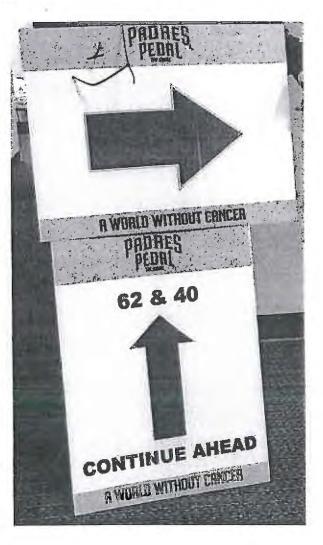
Sign size is 24 inches x 36 inches.

Signs may be placed on street furniture such as utility poles or street lighting posts. Signs are not attached to important directional or instructional signs for road users.

Some signs (for left turns where riders are at a risk of missing the turn) will be larger (48 x 48 inches) and placed in A-frame sign holders on the pavement. These will be placed at the edge of the road, clear of the path of vehicles and cylists.

Signs will be placed on Friday November 10, 2017 and Saturday November 11, 2017 for the following days routes.

Signs will be removed after the last rider each day.

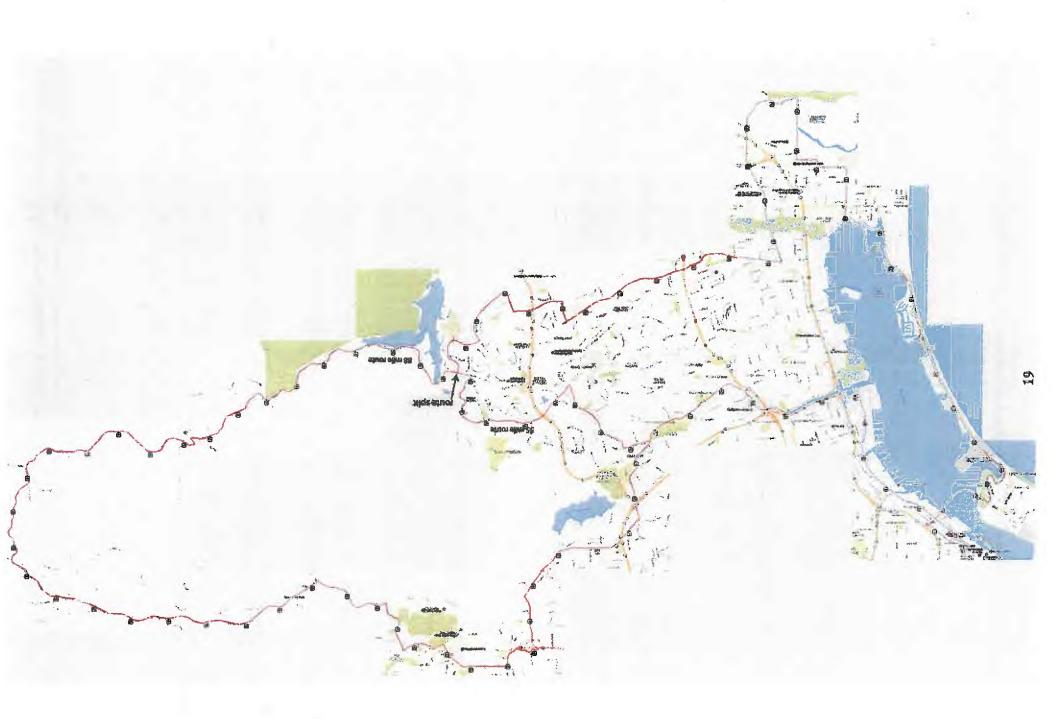


	LONG ROUTE	Start time		c (ba		
	Day I Timing & Cities	MPH	16	10	Earliest	Lat
	Left onto Tony Gwynn Drive	At Mile	6-20		2.55	
San Diego	Turn left onto Park Blvd	0.2	6:30 6:30	6:30	6:30	7:
Ď	Turn right onto imperial Ave	0.3	6:31	6:31 6:31	6:30	7:
Š	Turn right onto 13th St	0.4	6:31	6:32	6:31	7:
	Slight left onto National Ave	0.5	6:31	6:33	6:31 6:31	7: 7:
	Turn left ento Coronado Bridge Eastbound offramp	1.2	5:34	6:37	6:34	7:
	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	6:35	6:39	6:35	7:
Oxronado	Keep Left onto Glorietta Bivd	3.4	6:42	6:50	6:42	7:
ē	Turn left onto Glorietta Blvd	3.4	6:42	6:50	6:42	7:
ð	Keep left onto Pomona Ave Turn left onto Strand Way	4.6	6:47	6:57	6:47	7:
	Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7	6:47	6:58	5:47	7:
	HYDRATION STOP. Attu Avenue	4.7	6:47	6:58	6:47	7:
7 6	Continue on Bayshore Bikeway	7.6	6:58	7:15	6:58	8:
Beach	REST STOP. Bikeway Village	12.1	7:15	7:42	7:15	8:4
E W	Exit rest stop and turn right on 13th Street	13.0	7:18 7:18	7:47	7:18	8:4
	Turn left onto kis Ave	14.3	7:23	7:48 7:55	7:18	8:
	Continue onto Satellite Blvd	14.5	7:24	7:57	7:23	8:
2	Turn right onto 19th St	15.0	7:26	8:00	7:24 7:26	8:
8	Turn left onto Leon Ave	15.2	7:27	8:01	7:27	8:
San Diego	Turn right onto Hollister St	15.7	7:28	8:04	7:28	8:
VI	Turn left onto Monument Rd	17.3	7:34	8:13	7:34	8:4
	Becomes Dairy Mort Rd	18.1	7:37	8:18	7:37	8:4
-	Turn left onto Beyer Blvd Becomes Broadway	19.9	7:44	8:29	7:44	8:
	Turn right onto Palemar St	21.8	7:51	8:40	7:51	9:
	Furn right onto Orange Ave	22.7	7:55	8:46	7:55	9:
	Continue onto Olympic Pkwy	22.7	7:55	8:46	7:55	9:1
-	Turn right onto La Media Rd	25.4	8:05	9:02	8:05	9:
135	Turn left onto Birch Rd	28.5 29.1	8:17 8:19	9:21	8:17	9:5
Chula Vista	Turn right onto Eastlake Pkwy	30.4	8:24	9:24 9:32	8:19	9:5
3	Turn left - becomes Hunte Pkwy	31.0	8:26	9:36	8:24	10:
O	Turn right onto Olympic Pkwy	32.6	8:32	9:45	8:26 8:32	10:
	Turn right at Gold Medal Way	33.3	8:34	9:49	8:34	10:
	REST STOP . Elite Athlete Training Center	33.4	8:35	9:50	8:35	10:
	Turn right onto Olympic Pkwy	33.5	8:35	9:51	8:35	10:
	Becomes Lake Crest Dr	33.7	8:36	9:52	8:36	10:
	Turn right onto Otay Lakes Rd Turn left onto CA-94 W	34.6	8:39	9:57	8:39	10:
	Turn right onto Honey Springs Rd	43.5	9:13	10:51	9:13	10:
. 19	REST STOP . Fire Station	43.7	9:13	10:52	9:13	10:
	Stalght onto Skyline Truck Trail	51.2	9:42	11:37	9:42	11:
-01	Streight onto Lyons Valley Rd	51.4 59.6	9:42	11:38 12:21	9:42	11:
	Turn right onto CA-94 W/Campo Rd	60.2	10:15		10:09	12:
	Turn right oato Steele Canyon Rd	62.2	10:23	12:31 12:43	10:15	12:
	Town left earth William Clan Dr	63.7	10:28	12-52	10:23 10:28	12%
County	fern left onto Jamacha Road	64.5	10:31	12:57	10:31	12:
ទ	Turn right cato Fury La	64.8	10:33	12:58	10:33	12:
9	Turn left unto Rancho San Diego Pkwy	65.1	10:34	13:00	10:34	13:0
	REST STOP , Cuyamaca College	65.2	10:34	13:01	10:34	13:
	Turn left onto Fury Ln	65.3	10:34	13:01	10:34	13:0
	Turn left onto Avocado Bivd Turn right onto Madrid Way	66.9	10:40	13:11	10:40	13:1
	Turn left onto Agua Dulca Blvd	67.3	10:42	19:13	10:42	13:1
	Turn left anto Campo Rd/Sweetwater Springs Blvd	67.9	10:44	13:17	10:44	13:1
	Turn right onto Jamacha Blvd (route 54)	68,1	10:45	13:18	10:45	13:1
	Continue onto Paradise Válley Rd	69.6	10:51	13:27	10:51	13:2
	Turn left onto 5 Worthington St	72.7	11:02	13:46	11:02	13;4
	Becomes Sweetwater Rd	73.4	11:05	13:50	11:05	13:5
Vista	Turn left onto Bonita Rd	74,0 74.8	11:07	13:54	11:07	13:5
3 >	Turn right to stay on Bonita Rd	75.1	11:10	13:58	9:36	13:1
-	Turn right Into Sweetwater steging area and join blke path	78.3	11:23	14:00	9:39	14:0
	Turn left onto Bayshore Bikeway	79.2	11:27	14:19 34:25	9:49	14.1
£	Stay straight on Bayshore Bikeway	81.3	11:34	14:37	9:52	14:2
2	Exit blke path and turn left onto W 32nd St	81.9	11:37	14:41	10:00 8:56	14:3
National City	Turn left onto Goesno Pl	82.1	11:37	14:42	8:57	16:4
fatt	REST STOP . Pepper Park	82.2	11:38	24:43	8:57	14:4
	Exit rest stop and continue straight onto Tidelands Ave	82.3	11:38	14:43	8:57	14:4
	Sear right onto Civic Center Dr	83.5	11:43	14:51	9:03	14:5
-	Turn left onto E Rarbor Dr	83.7	11:48	14:52	9:04	145
	Turn right onto Fifth Ave	87.6	11:58	15:15	9:22	15:1
	Turn right onto LSt	87.6	11:58	15:15	9:22	
7 2	Turn left onto Tony Gwynn Dr	***********	Arte Shaff	The state of	3:44	15:1:

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Common C	Turn debt onto 13th St	3	14	2 5			2 /		3	E C	Ø	
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Stand Makery 1, 17 17 17 17 17 17 17	Traval Wart on Coronado Bridge (using Eastbound Lanes)	57	9	502		_	ž	ared West on Constado Bridge (bying Bastbound Lanes)	12	1 20	7	
Figure of Secure 6.7 72 72 72 72 72 72 72 72 72 72 72 72 72	Turn left onto Storietta Bled	7		2 5			4.6	sep beft onto effortative libra	3	2	2	
Company Comp	Keep left onto Pomone Ave	4.6	19	17.			2	And Mark of the Contract of th	2 :	7	Ø,	
17 17 17 17 17 17 17 17	Turn left ento Strand Way	4.7	F	100			-	rn left ordto Strand Way	9 0	į.	2 1	
13 15 15 15 15 15 15 15	Turn fight ofto dependent Bittering (Silver Strand Silvery)	7	757	27		-	<u># :</u>	busing Strand	5	Ħ	2	
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## 3.10 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745 12.0 745	MEST STOP, Blowny Villege	12.9	7	522			١	CONTRA VIII BIS	1.3	200	1 2	Farines
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		Day 1 Turn by Turns		Established Section 19 Section 19	
LONG ROUTE	At Mile	MEDIUM ROUTE	At Mile	SHORT ROUTE	At Mile
Left onto Tony Gwynn Drive		Left onto Tony Gwynn Drive	-	Left onto Tony Gwynn Drive	
Turn left onto Park Blvd	0.2	Turn left onto Park Blvd	0.2	Turn left onto Park Blvd	0.2
Turn right onto Imperial Ave	D.3	Turn right onto Imperial Ave	0.3	Turn right onto Imperial Ave	0.3
Turn right onto 13th St	0.4	Turn right onto 13th St	0.4	Turn right onto 13th St	0.3 0.4 0.5
Slight left onto National Ave		Slight left onto National Ave		Slight left onto National Ave	
Turn left onto Coronado Bridge Eastbound offramp	1.2	Turn left onto Coronado Bridge Eastbound offramp	1.2	Turn left onto Coronado Bridge Eastbound offramp	1.2
Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5	Travel West on Coronado Bridge (using Eastbound Lanes)	1.5
Keep Left onto Glorietta Blvd		Keep Left onto Giorietta Bivd	3.4	Keep Left onto Giorietta Bivd	3.4
Turn left onto Giorietta Bivd	3.4	Turn left onto Glorietta Blvd	3.4	Turn left onto Glorietta Blvd	3.4
Keep left onto Pomona Ave	4.6	Keep left onto Pomona Ave	4.6	Keep left onto Pomona Ave	4.6
Turn left onto Strand Way	4.7	Turn left onto Strand Way	4.7	Turn left onto Strand Way	4.6 4.7
Turn right onto Bayshore Bikeway (Sliver Strand Bikeway)	4.7	Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7	Turn right onto Bayshore Bikeway (Silver Strand Bikeway)	4.7
HIVERATION-STOP, Attu Avenue	7.6	EFF THE TION STOP ATTU AVENUE OUT ANCE TO HEXT STOP	7.6	HYDRATION STOP: ALLIAGERIAS Dispance to mext stop	7.6
DISTANCE TO WEST STOP	***	OF ARCE TO HET STOP	5.3	DISTANCE TO STEET STOP	1
Continue on Bayshore Bikeway	12.1	Continue on Bayshore Bikeway	121	Continue on Buckham Dikerrene	12.1
REST STOP, Blkeway VIII age		ins., STOIL 3/belvey, Village	12.9	RESIDENCE BIKEWAY VIllage	72.9
OLENANCE TO DECISION	40t	DISTRICT TO PETER STORY	20.5	RESIDENCE TO A SHOP SHOP SHOP SHOP SHOP SHOP SHOP SHOP	30
Exit rest stop and turn right on 13th Street		Exit rest stop and turn right on 13th Street	13.0	Return to Bays one Bikeway and order in 1987	S 10 (0)
Turn left onto Iris Ave	********	Turn left onto Iris Ave	14.3	Turn left onto V/ Frontage Rd	11
Continue onto Satellite Blvd		Continue onto Satellite Blvd	145	Continue attacking at the	14.8
Turn right onto 19th St		Turn right onto 19th 5t	15.0	Ture right onto Bay Blvd	11
Turn left onto Leon Ave	*****	Turn left onto Leon Ave	15.2	Furn left then right onto Boyshore Difeway	11.00
Turn right onto Hollister St		Turn right onto Hollister St	15.7	Furn right (after bridge) to stay on Baysh see Alleway . 7	
Turn left onto Monument Rd		Turn left onto Monument Rd	17.3	50, 51, 51, 55, 51, 54, 51, 64, 51, 52, 53, 53, 53, 53, 53, 53, 53, 53, 53, 53	COLUMN STATEMENT
Becomes Dairy Mart Rd		Becomes Dairy Mart Rd	18.1		
Turn left onto Beyer Blvd		Turri left onto Beyer Blvd	19.9		
Becomes Broadway		Becomes Broadway	21.8		
Turn right onto Palomar St		Turn right onto Palomar St	22.7		
Turn right onto Orange Ave		Turn right onto Orange Ave	22.7		
Continue onto Olympic Pkwy		Continue onto Olympic Pkwy	25.4		
		Turn right onto La Media Rd	28.6		
Turn right onto La Media Rd		Turn left onto Birch Rd	29.1		
Turn left onto Birch Rd		Turn right onto Eastlake Pkwy	30.4		N. Carlotte
Turn right onto Eastlake Pkwy Turn left - becomes Hunte Pkwy		Turn left - becomes Hunte Pkwy	31.0		
		Turn lett - pecomes nunte Pkwy Turn right onto Olympic Pkwy	32.6		
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Turn right at Gold Medal Way	23,3	Turn right at Gold Medal Way REST SUOP , Elite Athlete Training Center	33.3		o o
REST STOP . Elite Atalete Haining Cepter DISFANCE TORING STOP		DESTANCE TO NEG STOP	20.4		
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rum right onto Olympic Pkwy		Turn right onto Olympic Pkwy Becomes Lake Crest Dr	33.7		
Secomes Lake Crest Dr	W- WERSSER				2
um right onto Otay Lakes Rd	34.6	Turn left onto Otay Lakes Rd	34.6		

Turn left onto CA-94 W	43.5	Turn right onto Woods Dr	34.	9	
Turn right onto Honey Springs Rd	43.7	Turn right onto Northwoods Dr	36,		
REST STOP . Fire Station	51.2	Turn left onto Proctor Valley Rd	36.	3	
DISTÂNCE TO NEXT STOP	1d-p-6	Continue onto E H St	38,	1	
Staight onto Skyline Truck Trail		Turn right onto Corral Canyon Rd	39.		
Straight onto Lyons Valley Rd		Turn left onto Central Ave	41.		
Turn right onto CA-94 W/Campo Rd	60.2	Turn left onto Bonita Rd	42.	**-d	
Turn right onto Steele Canyon Rd	62,2			•	
Turn left onto Willow Glen Dr	63.7				
Turn left onto Jamacha Road	64.5	1			
Turn right onto Fury Ln	64.8				
Turn left onto Rancho San Diego Pkwy	65.1	1			
REST STOP . Cuyamaca College	65.2	1			
DISTANCE TO NEXT STOP	17.0				
Furn left onto Fury Ln	65.3			l l	
Furn left onto Avocado Bivd	66.9			1	
Furn right onto Madrid Way	67,3	1			
urn left onto Agua Duice Bivd	67.9				
Turn left onto Campo Rd/Sweetwater Springs Blvd	68.1	1			
urn right onto Jamacha Blvd (route 54)	59.6	Ī		1	
Continue onto Paradise Valley Rd	72.7	1			
urn left onto S Worthington St	73.4				
ecomes Sweetwater Rd	74.0				
urn left onto Bonita Rd	74.8				
urn right to stay on Bonita Rd	75.1				
urn right into Sweetwater staging area and join bike path	78.3	Turn right into Sweetwater staging area and join bike path	45.1		
urn left onto Bayshore Bikeway	79.2	Turn left onto Bayshore Bikeway	46.0		
tay straight on Bayshore Blkeway	81,3	Continue on Bayshore Bikeway	48.2	1 5-10/1	
xit bike path and turn left onto W 32nd 5t	81.9	Turn left onto W 32nd St	48.7	Turn left onto W 32nd St	18.7
urn left onto Goesno Pl	82.1	Turn left onto Goesno Pl	*********		
EST STOP . Repper Park		REST STOP . Pepper Park	AD N	Turn left onto Goesno Pi	18.9
ISTANCE TO NEXT STOP		DISTANCE TO NEXT STOP		REST STOP . Pepper Park DISTANCE TO NEXT STOP	18.9 5.6
ait rest stop and continue straight onto Tidelands Ave		Exit rest stop and continue straight onto Tidelands Ave			
ear right onto Civic Center Dr		Bear right onto Civic Center Dr	43.1 EO 2	Exit rest stop and continue straight onto Tidelands Ave Continue onto Civic Center Dr	19.0
urn left onto E Harbor Dr	*******	Turn left onto E Harbor Dr		Turn left onto E Harbor Dr	20.2
um right onto Fifth Ave	erverebad.	Turn right onto Fifth Ave		Turn right onto E namor Dr	20.4
urn right onto L St		Turn right onto L St		Turn right onto LSt	24.3
ırn left onto Tony Gwynn Dr		Turn left onto Tony Gwynn Dr		Turn left onto Tony Gwynn Dr	24.4 24.5







Medical Plan & Emergency Procedures - DRAFT

Padres Pedal the Cause November 11 & 12, 2017

Medical & Emergency Personnel



Mobile Medical Teams:

BLS Units - AMR, (858) 492 3500 8808 Balboa Avenue, San Diego, California 92123

Stationary Medical Teams:

(2) Volunteer RN's at each water stop

Command Center Emergency Number:

(619) 795-5777

22

Medical & Emergency Procedures



Medical Incident Procedures

All riders will be instructed to call (619) 795-5777 with any incidents. This is a direct line to the event command center at Petco Park.

Minor incidents on the route: Will be called in to command center at Petco Park. Communications Manager will dispatch a medical team to deal with the incident. Medical team will assess if further medical treatment is necessary.

Minor incidents at reported at rest stops: Will be dealt with by the stationary team there. Riders who continue to ride after a minor incident / illness will be monitored at future rest stops by the medical team.

Serious incidents on the route: Involving serious or life threatening injuries, will be assessed at the scene by riders, who will call 911 if necessary. All riders will be issued with event emergency procedures.

N

Medical & Emergency Plan - Saturday November 11, 2017



Locations of stationary medical teams

Rest Stop 1. TEAM 1
Attu Avenue Water Stop
1584 Attu Avenue, Coronado

Route mileage: 7.6 (all)

Staffed by: 2 x RN

Riders present: 7am - 7.45am

Rest Stop 2. TEAM 2 Bikeway Village

536 13th Street, Imperial Beach

Route mileage: 12.9 (all)

Staffed by: 2 x RNs

Riders present: 7.15 – 8.20am

Rest Stop 3. TEAM 3

Chula Vista Elite Athlete Training Center

2800 Olympic Pkwy, Chula Vista

Route mileage: 33.4 (med & long)

Staffed by: 2 x RNS

Riders present: 8.35am – 10.05am

Rest Stop 4. TEAM 1
Deerhorn Valley Fire Station
2383 Honey Springs Rd
Jamul, CA 91935

Route mileage: 51.2 (long)

Staffed by: 2 x RNs

Riders present: 9.40 am – 11.40am Rest Stop 5. TEAM 4
Cuyamaca College
900 Rancho San Diego Pkwy, El Cajon

Route mileage: 65.2 (long)

Staffed by: 2 x RNs

Riders present: 10.30am – 1pm Rest Stop 6. TEAM 5
Pepper Park
3299 Tidelands Ave, National City

Route mileage: 18.9 (s) 49.0 (m), 82.2 (l)

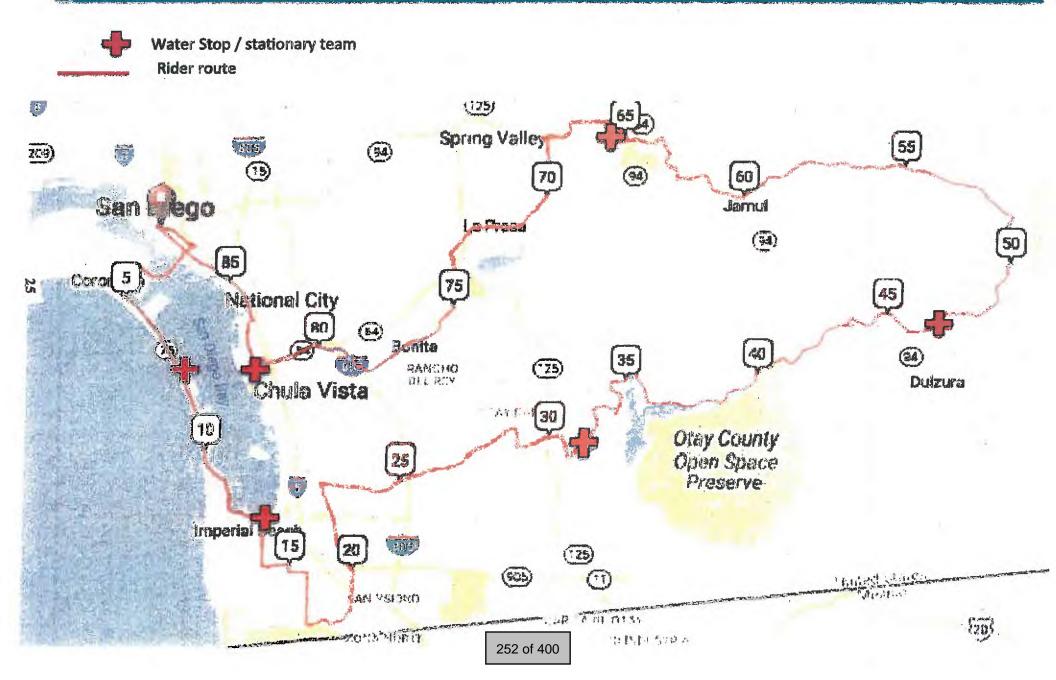
Staffed by: 2 x RNs

Riders present: 8.30am – 2.45am

Medical & Emergency Plan - Saturday November 11, 2017

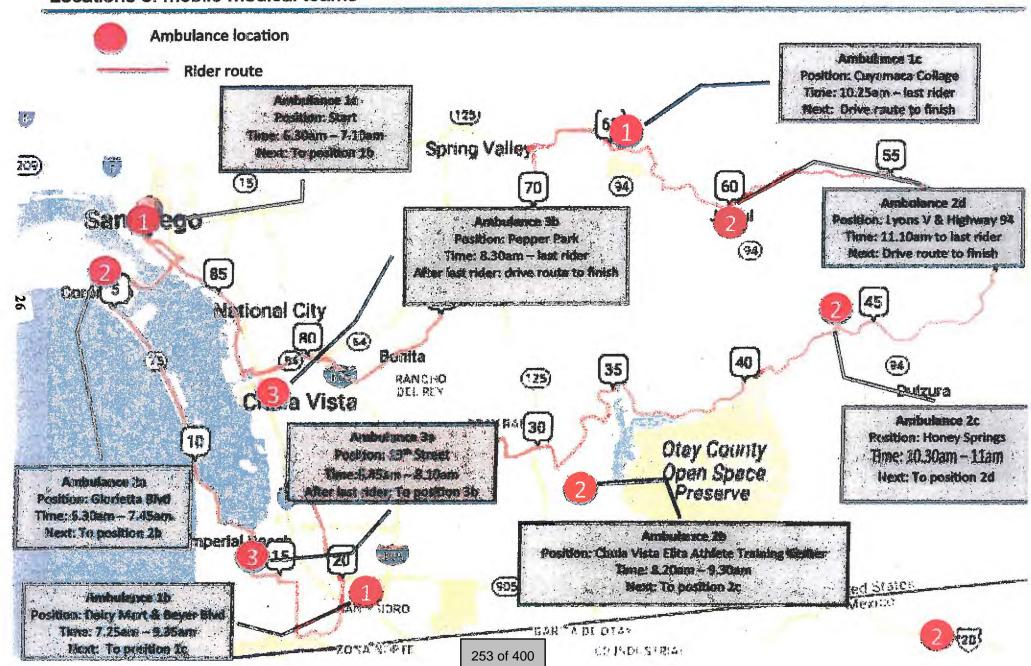


Locations of stationary medical teams





Locations of mobile medical teams





Ambulance 1

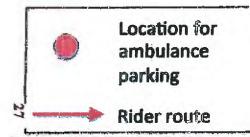
COMMAND CENTER PHONE NUMBER [619-795-5777]

Position 1a: Petco Park

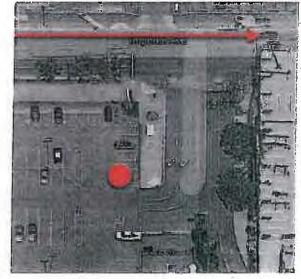
Time: 6.30am - 7.10am

Location: Lexus Premier Lot, 1 Park

Blvd, San Diego







Position 1b:

Dairy Mart and Beyer Blvd

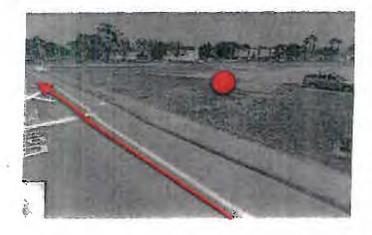
Time: 7.25 -- 9.35am

Location: 1609 Dairy Mart Road, San

Diego

Dirt parking lot just before left turn

onto Beyer Blvd







Ambulance 1

COMMAND CENTER PHONE NUMBER [619-795-5777]

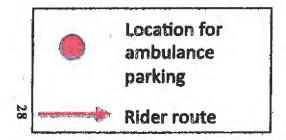
Position 1c:

Cuyamaca College

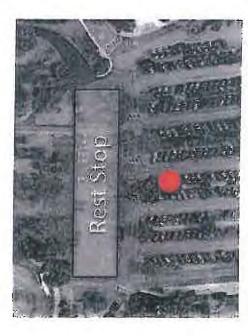
Time: 10.25am - last rider

Location: 900 Rancho San Diego

Pkwy, El Cajon, CA 92019 Aid station parking lot







- When last rider is through this position (you will be notified by the sweep vehicle when the last riders is past) please slowly drive the course to the finish
 - · Report to command center to inform them that you are leaving position 1c
 - Be alert to any riders you pass who may need medical attention on the road
 - · Check in with command center at the finish and hand in any incident report forms



Ambulance 2

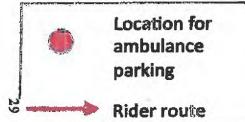
COMMAND CENTER PHONE NUMBER [619-795-5777]

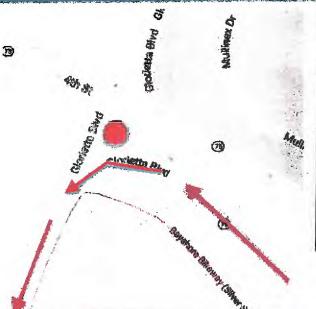
Position 2a: Glorietta Blvd

Time: 6.30am - 7.45am

Location: 457 Glorietta Blvd
(approximate address). Position
ambulance next to route as riders

exit Coronado Bridge







Position 2b:

Chula Vista Elite Athlete Training Center

Time: 8.20am - 9.30am

Location: 2800 Olympic Pkwy, ChulaVista. Position ambulance in parking lot

at rest stop.





Ambulance 2

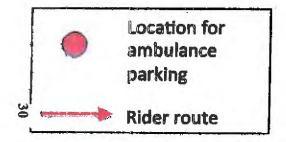
COMMAND CENTER PHONE NUMBER [619-795-5777]

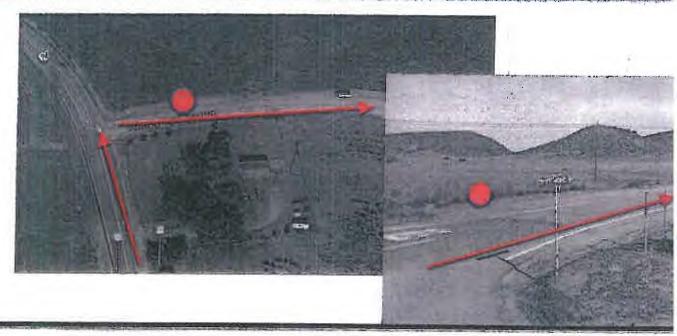
Position 2c:

Honey Springs Road Time: 10.30am – 11am

Location: Honey Springs Road and Campo Road (1809 Honey Springs Road). Dirt pull out at start of

Honey Springs Road



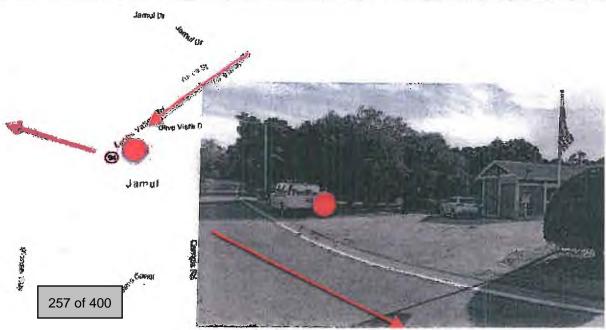


Position 2d: Highway 94

Time: 11.10am - last rider

Location: Lyons Valley Road & Campo Road / Highway 94 (real estate office parking lot)

- When last rider is through this position (you will be notified by the sweep vehicle when the last riders is past) please slowly drive the course to the finish
 - Report to command center to inform them that you are leaving position 2d
 - Be alert to any riders you pass who may need medical attention on the road
 - Check in with command center at the finish and hand in any incident report forms





Ambulance 3

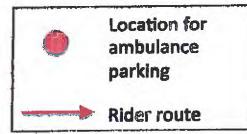
COMMAND CENTER PHONE NUMBER [619-795-5777]

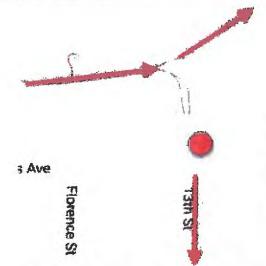
Position 3a: Bikeway Village

Time: 6.45am - 8.10am

Location: 536 13th Street, Imperial Beach.

Position ambulance at rest stop.





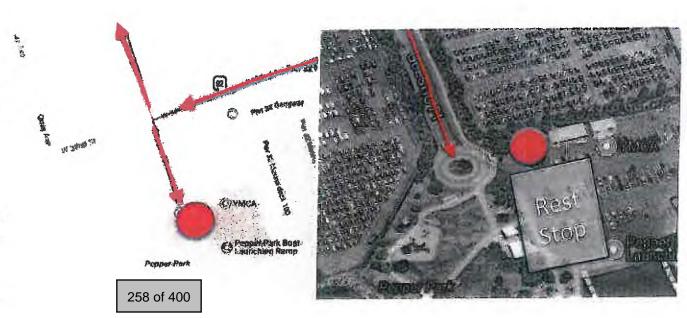


Position 3b: Pepper Park

Time: 8.30am - last rider

Location: 3299 Tidelands Ave, National City. Position ambulance at rest stop.

- When last rider is through this position (you will be notified by the sweep vehicle when the last riders is past) please slowly drive the course to the finish
 - Report to command center to inform them that you are leaving position 2d
 - Be alert to any riders you pass who may need medical attention on the road
 - Check in with command center at the finish and hand in any incident report forms



3

Medical & Emergency Plan - Other information



Each medical team will have:

- · Full set of route sheets
- Command center phone number
- Radio
- First Aid Kits
- Incident report forms
- Staff Assignments/Phone Numbers
- · Instructions / Procedures Manual

Common medical issues during a cycling event:

- Stomach issues
- Headaches
- Minor road rash
- Allergies / stings
- · Muscle / joint injuries, strains etc.
- Dehydration / electrolyte imbalances

More serious issues:

- Heart issues
- Serious crashes
- Heat stroke
- Hypothermia

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDATIONS AND CONDITIONS

SPONSORING ORGANIZATION: Padres Pedal the Cause

EVENT: Padres Pedal the Cause

DATE OF EVENT: November 11, 2017

APPROVALS:			
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO[]	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	[] ON	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	VES [v]	NO I I	SEE CONDITIONS LYT

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

It looks like the event will only impact the participants riding bicycles through our City. If that is the case, Building Division has no comments for this TUP.

Planning

No comments

Engineering

No comments

POLICE DEPARTMENT

The on duty patrol team will be notified of the event. The Police Department will provide extra patrol as time permits. The police department has no stipulations.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

COMMUNITY SERVICES

Community Services has no involvement.

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, "No Parking" signs being posted, music at the event, etc.

PUBLIC WORKS (619)366-4580

No comments

FINANCE

Padres Pedal the Cause business license has been renewed. Finance/Business License has no Stipulations.

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary for the Applicant and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from American Medical Response.
- The applicant and American Medical Response must each provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers"
- The insurance policy has a combined single limit of no less than \$1,000,000.00
 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect: City of National City
 c/o Risk Manager
 1243 National City Boulevard
 National City, CA. 91950-4397

FIRE (619) 336-4550

No fees for this event

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes
- 3) First Aid will be provided by organization

The following page(s) contain the backup material for Agenda Item: Warrant Register #1 for the period of 06/28/17 through 07/04/17 in the amount of \$3,006,289.71. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August	15, 2017		AGENDA ITEM NO.		
ITEM TITLE: Warrant Register #1 for the (Finance)	e period of 06	/28/17 through (07/04/17 in the amount of \$3,006,289.71.		
PREPARED BY: K. Apalategui PHONE: 619-336-4572 DEPARTMENT: Finance APPROVED BY:					
through 07/04/17.			warrants issued for the period of 06/28/17 e all payments above \$50,000.		
<u>Vendor</u>	Check/Wire	<u>Amount</u>	<u>Explanation</u>		
Health Net Inc	329717	83,740.06	Health Net Ins R1192A / July 2017		
Honeywell International Inc	329721	89,864.63	Heating & Air Maintenance / PW		
Kaiser Foundation HP	329726	186,314.57	Kaiser Ins Active / July 2017		
Public Emp Ret System	6282017	416,924.02	Service Period 6/06/17 – 6/19/17		
ENIANGIAL OTATEMENT			APPROVED LANGE TO THE TIME	_	
FINANCIAL STATEMENT: ACCOUNT NO.			APPROVED: Mark Rabuts Finance APPROVED: MIS)	
Warrant total \$3,006,289.7	1.				
ENVIRONMENTAL REVIEW	:				
This is not a project and, th		subject to enviro	nmental review.		
ORDINANCE: INTRODUCT		FINAL ADOPTIO	N: [
STAFF RECOMMENDATION					
Ratify warrants totaling \$3,	006,289.71.				
BOARD / COMMISSION REC	COMMENDAT	ION:			
ATTACHMENTS:					
Warrant Register #1					



<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
BCM CUSTOMER SERVICE INC	PERFORMANCE MAINTENANCE / PW	329658	6/29/17	186.00
CPP PRINTING	COLOR LOGO CERTIFICATE FOLDERS / MYR'S OFFICE	329659	6/29/17	1,385.08
ACEDO, I	RETIREE HEALTH BENEFITS/ JUL 2017	329660	7/4/17	160.00
ADAMSON POLICE PRODUCTS	ARGUS THERMAL TORCH / PD	329661	7/4/17	5,224.22
ADVENTURE MOUNTAIN SPORTS INC	KAYAKS FOR SUMMER PROGRAMMING / CSD	329662	7/4/17	9,991.96
AFLAC	AFLAC ACCT BDM36 / JULY 2017	329663	7/4/17	808.10
AMERICAN BACKFLOW SPECIALTIES	BACKFLOWS & VALVES / PD	329664	7/4/17	2,212.43
ANDERSON, E	RETIREE HEALTH BENEFITS/ JUL 2017	329665	7/4/17	110.00
AT&T	AT&T PHONES JUNE 2017	329666	7/4/17	319.38
BEARD, P	RETIREE HEALTH BENEFITS/ JUL 2017	329667	7/4/17	70.00
BECK, L	RETIREE HEALTH BENEFITS/ JUL 2017	329668	7/4/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS/ JUL 2017	329669	7/4/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS/ JUL 2017	329670	7/4/17	260.00
BROADWAY AUTO GLASS	MATERIAL - GLASS AND TINT / PW	329671	7/4/17	454.43
BULL, P	RETIREE HEALTH BENEFITS/ JUL 2017	329672	7/4/17	580.00
CAPF	FIRE LTD / JULY 2017	329673	7/4/17	931.00
CALIFORNIA LAW ENFORCEMENT	PD LTD / JULY 2017	329674	7/4/17	2,082.50
CARRILLO, R	RETIREE HEALTH BENEFITS/ JUL 2017	329675	7/4/17	290.00
CEB	BOOKS CITY'S ATTORNEYS OFFICE	329676	7/4/17	261.89
CLAIMS MANAGEMENT ASSOCIATES	RISK MANAGEMENT SERVICES	329677	7/4/17	6,525.00
CLEAN HARBORS	CONTRACT SERVICES / ENG	329678	7/4/17	469.20
CLF WAREHOUSE INC	MOP#80331 AUTO PARTS/ FLEET PW	329679	7/4/17	158.34
COLE, L	RETIREE HEALTH BENEFITS/ JUL 2017	329680	7/4/17	165.00
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL POOL SUPPLIES / PW	329681	7/4/17	1,022.98
CONDON, D	RETIREE HEALTH BENEFITS/ JUL 2017	329682	7/4/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS/ JUL 2017	329683	7/4/17	140.00
COUNTY OF SAN DIEGO	UNIFIED PROGRAM FAC. PERMIT	329684	7/4/17	1,640.00
COX COMMUNICATIONS	REFUND T&A 90206 /ENG	329685	7/4/17	2,158.48
CULLIGAN	WATERSOFTNER / NUTRITION	329686	7/4/17	15.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS/ JUL 2017	329687	7/4/17	250.00
DANIELS TIRE SERVICE	MOP#76986 TIRES / FLEE PW	329688	7/4/17	928.41
DELIVERY CONCEPTS INC	CONTROLLER THERMOSTAT / PW	329689	7/4/17	178.77
DELTA DENTAL	DENTAL INS PREMIER / JULY 2017	329690	7/4/17	16,565.83
DELTA DENTAL	COBRA PREMIER DENTAL INS / MAY 2017	329691	7/4/17	45.22
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / JULY 2017	329692	7/4/17	2,806.32
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS PMI / MAY 2017	329693	7/4/17	71.94
DEPARTMENT OF JUSTICE	INVESTIGATIVE SERVICES - MAY	329694	7/4/17	320.00
DESROCHERS, P	RETIREE HEALTH BENEFITS/ JUL 2017	329695	7/4/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS/ JUL 2017	329696	7/4/17	70.00
DILLARD, S	RETIREE HEALTH BENEFITS/ JUL 2017	329697	7/4/17	480.00
DREDGE, J	RETIREE HEALTH BENEFITS/ JUL 2017	329698	7/4/17	250.00
EISER III, G	RETIREE HEALTH BENEFITS/ JUL 2017	329699	7/4/17	250.00
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS / PW	329700	7/4/17	10.47
FABINSKI, D	RETIREE HEALTH BENEFITS/ JUL 2017	329701	7/4/17	220.00
FEDEX	SHIPPING SERVICES / HOUSING	329702	7/4/17	92.57
FIFIELD, K	RETIREE HEALTH BENEFITS/ JUL 2017	329703	7/4/17	540.00
FLYERS ENERGY LLC	MOBIL SUPER SYNTHETIC 5W30	329704	7/4/17	915.97
FUN EXPRESS LLC	GRADUATION SUPPLIES FOR THE TINY TOTS / CSD	329705	7/4/17	294.67
GELSKEY, K	RETIREE HEALTH E 265 of 400 17	329706	7/4/17	115.00
GIBBS JR, R	RETIREE HEALTH E 265 of 400	329707	7/4/17	120.00



GONZALES, M RETIREE HEALTH BENEFITS/JUL 2017 ANSON, E RETIREE HEALTH BENEFITS/JUL 2017 ANSON, E RETIREE HEALTH BENEFITS/JUL 2017 RET	PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
HANSON E RETIREE HEALTH BENEFITS JUL 2017 329710 77417 50.00	GONZALES, M	RETIREE HEALTH BENEFITS/ JUL 2017	329708	7/4/17	480.00
AARLAN, M	GRAINGER	MOP# 65179 BUILDING SUPPLIES / PW	329709	7/4/17	1,273.27
HAULG. S	HANSON, E	RETIREE HEALTH BENEFITS/ JUL 2017	329710	7/4/17	135.00
HEALTH NET	HARLAN, M	RETIREE HEALTH BENEFITS/ JUL 2017	329711	7/4/17	500.00
HEALTH NET	HAUG, S	RETIREE HEALTH BENEFITS/ JUL 2017	329712	7/4/17	120.00
HEALTH NET	HEALTH NET	FULL NETWORK 57135A / JULY 2017	329713	7/4/17	6,913.18
HEALTH NET HEALTH NET RI1920 / MAY 2017 329716 7/417 83,74.06 HEALTH NET INC HEALTH NET INS R1192A / JULY 2017 329718 7/417 740,00 HODGES, B RETIREE HEALTH BENEFITS', JUL 2017 329719 7/417 20,00 HODGES, B RETIREE HEALTH BENEFITS', JUL 2017 329719 7/417 20,00 HONDO, E RETIREE HEALTH BENEFITS', JUL 2017 329720 7/417 7410,00 HONEYWELL INTERNATIONAL INC HEATING & AIR MAINTENANCE / PW 329721 7/417 789,864,63 IBARRA, J RETIREE HEALTH BENEFITS', JUL 2017 329722 7/417 780,00 JAMES, R RETIREE HEALTH BENEFITS', JUL 2017 329723 7/417 780,00 JULY ALTER RETIREE HEALTH BENEFITS', JUL 2017 329723 7/417 780,00 JULY ALTER RETIREE HEALTH BENEFITS', JUL 2017 329723 7/417 780,00 JULY ALTER RETIREE HEALTH BENEFITS', JUL 2017 329724 7/417 780,00 KAISER FOUNDATION HEALTH PLANS KAISER INS ACTIVE / JULY 2017 329725 7/417 784,31.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329727 7/417 74,943.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329727 7/417 376,31.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/417 376,31.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/417 376,31.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329739 7/417 376,31.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329739 7/417 376,31.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329731 7/417 300,00 LANDA, A RETIREE HEALTH BENEFITS', JUL 2017 329731 7/417 300,00 LANDA, A RETIREE HEALTH BENEFITS', JUL 2017 329731 7/417 300,00 LANDA, A RETIREE HEALTH BENEFITS', JUL 2017 329731 7/417 300,00 MEDINA, R RETIREE HEALTH BENEFITS', JUL 2017 329736 7/417 300,00 MEDINA, R RETIREE HEALTH BENEFITS', JUL 2017 329736 7/417 300,00 METRO, AUTO PARTS MOPA/950750 AUTO PARTS / FLEET PW 329730 7	HEALTH NET	HEALTH NET INS N7176F / JULY 2017	329714	7/4/17	1,470.86
HEALTH NET ING	HEALTH NET	HEALTHNET INS N7177A / JULY 2017	329715	7/4/17	1,141.24
HERNANDEZ, R	HEALTH NET	HEALTH NET R1192Q / MAY 2017	329716	7/4/17	638.26
HODGES, B	HEALTH NET INC	HEALTH NET INS R1192A / JULY 2017	329717	7/4/17	83,740.06
HONDO, E	HERNANDEZ, R	RETIREE HEALTH BENEFITS/ JUL 2017	329718	7/4/17	400.00
HONEYWELL INTERNATIONAL INC	HODGES, B	RETIREE HEALTH BENEFITS/ JUL 2017	329719	7/4/17	200.00
BARRA, J	HONDO, E	RETIREE HEALTH BENEFITS/ JUL 2017	329720	7/4/17	110.00
JAMES, R RETIREE HEALTH BENEFITS/ JUL 2017 JEFF TAYLOR REFUND OF T&A 90168 / ENG 329724 7/4/17 1,103.51 JUNIEL, R RETIREE HEALTH BENEFITS/ JUL 2017 329726 7/4/17 180.314.57 KAISER FOUNDATION HEALTH PLANS KAISER INS ACTIVE / JULY 2017 329727 7/4/17 19.431.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329727 7/4/17 19.431.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/4/17 19.431.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/4/17 3,753.72 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329730 7/4/17 1,574.88 KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329730 7/4/17 1,574.88 KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329731 7/4/17 1,574.88 KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 1,550.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 1,574.88 RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 1,550.00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 1,500.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 1,600.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 1,600.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 1,600.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329730 7/4/17 1,600.00 MCDNA, R RETIREE HEALTH BENEFITS/ JUL 2017 329730 7/4/17 1,600.00 MCDNA	HONEYWELL INTERNATIONAL INC	HEATING & AIR MAINTENANCE / PW	329721	7/4/17	89,864.63
JEFF TAYLOR REFUND OF T&A 90168 / ENG 329724 7/4/17 1,103.51 JUNIEL, R RETIREE HEALTH BENEFITS/ JUL 2017 329725 7/4/17 50.00 KAISER FOUNDATION HEALTH PLANS KAISER INS / JULY 2017 329727 7/4/17 19,431.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329727 7/4/17 19,431.02 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329728 7/4/17 7,206.40 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/4/17 7,206.40 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/4/17 3,753.72 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329730 7/4/17 1,574.88 KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329731 7/4/17 3,00.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329731 7/4/17 15.50.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 15.50.00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 160.00 MC JULY 2017 329734 7/4/17 160.00 MC JULY 2017 329734 7/4/17 160.00 MC JULY 2017 329734 7/4/17 160.00 MC JULY 2017 329735 7/4/17 160.00 MC JULY 2017 329735 7/4/17 160.00 MC JULY 2017 329735 7/4/17 160.00 MC JULY 2017 329736 7/4/17 160.00 MC JULY 2017 329736 7/4/17 160.00 MC JULY 2017 329737 7/4/17 160.00 MC JULY 2017 329737 7/4/17 160.00 MC JULY 2017 329736 7/4/17 160.00 MC JULY 2017 329737 7/4/17 160.00 MC JULY 2017 329739 7/4/	IBARRA, J	RETIREE HEALTH BENEFITS/ JUL 2017	329722	7/4/17	780.00
JUNIEL, R RETIREE HEALTH BENEFITS/ JUL 2017 329726 7/4/17 186,314.57 KAISER FOUNDATION HEALTH PLANS KAISER INS ACTIVE / JULY 2017 329726 7/4/17 19.43.15 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329727 7/4/17 19.43.15 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329728 7/4/17 7,296.40 KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7/4/17 3,753.72 KAISER FOUNDATION HEALTH PLANS HD H S A INS / JULY 2017 329730 7/4/17 329730 7/4/17 15,748 KIMBLE, R RETIREES INS COBRA / MAY 2017 329731 7/4/17 300.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 155.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329733 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 160.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329740 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329740 7/4/17 160.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329740 7/4/17 160.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329740 7/4/17 329740 7/4/17 329740 7/4/17 329740 7/4/17 329740 7/4/17 3297	JAMES, R	RETIREE HEALTH BENEFITS/ JUL 2017	329723	7/4/17	140.00
KAISER FOUNDATION HEALTH PLANS KAISER INS ACTIVE / JULY 2017 X39726 7.4/17 19,431.02 XAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329728 7.4/17 19,431.02 XAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329728 7.4/17 7.296.40 XAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329729 7.4/17 329730 7.4/17 329730 7.4/17 1,574.88 XIMBLE, R RETIREE HEALTH BENEFITS / JUL 2017 329731 7.4/17 1,574.88 XIMBLE, R RETIREE HEALTH BENEFITS / JUL 2017 XAISER FOUNDATION HEALTH PLANS RETIREE HEALTH BENEFITS / JUL 2017 XAISER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS XAISER SAVER INC MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 XAISER XAISER XAISER FOUNDATION ARE TIREE HEALTH BENEFITS/ JUL 2017 XAISER XAISER XAISER SAVER INC METIRE HEALTH BENEFITS/ JUL 2017 XAISER XAISER SAVER INC METIRE HEALTH BENEFITS/ JUL 2017 XAISER XAISER SAVER INC METIRE HEALTH BENEFITS/ JUL 2017 XAISER XAISER SAVER INC METIRE HEALTH BENEFITS/ JUL 2017 XAISER XAISER SAVER INC METIRE HEALTH BENEFITS/ JUL 2017 XAISER XAISER SAVER INC MOP#3534 AUTO PARTS / FLEET PW XAISER XAISER SAVER INC XAIST	JEFF TAYLOR	REFUND OF T&A 90168 / ENG	329724	7/4/17	1,103.51
KAISER FOUNDATION HEALTH PLANS KETIREES INS / JULY 2017 XAISER FOUNDATION HEALTH PLANS KAISER FOUNDATION HEALTH PLANS KETIREES INS / JULY 2017 X29730 XAISER FOUNDATION HEALTH PLANS RETIREES INS COBRA / MAY 2017 X29730 XAISER FOUNDATION HEALTH PLANS RETIREE HEALTH BENEFITS / JUL 2017 X29731 XAIVIT X29731 XAIVIT X29731 XAIVIT X29732 XAIVIT X29732 XAIVIT X29733 XAIVIT X29734 XAIVIT X208.00 XAIVIT X29735 XAIVIT X29736 XAIVIT X29737 XAIVIT X208.00 XAIVIT X29737 XAIVIT X208.00 XAIVIT X29737 XAIVIT X208.00 XAIVIT X29737 XAIVIT X208.00 XAIVIT X209.00 XAIVIT X209.00 XAIVIT X208.00 XAIVIT X209.00 XAIVIT X208.00 XAIVIT X209.00 XAIVIT X208.00 XAIVIT X208.00 XAIVIT X208.00 XAIVIT X209.00 XAIVIT X209.00 XAIVIT X208.00 XAIVIT X209.00 XAIVIT X208.00 XAIVIT X209.00 XAIVIT	JUNIEL, R	RETIREE HEALTH BENEFITS/ JUL 2017	329725	7/4/17	50.00
KAISER FOUNDATION HEALTH PLANS RETIREES INS / JULY 2017 329728 7/4/17 7,296,40 KAISER FOUNDATION HEALTH PLANS HOH S A INS / JULY 2017 329729 7/4/17 3,753,72 KAISER FOUNDATION HEALTH PLANS RETIREES INS COBRA / MAY 2017 329731 7/4/17 1,574,88 KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329731 7/4/17 300,00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 155,00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 160,00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329734 7/4/17 160,00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 160,00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 160,00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 100,00 MCABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105,00 METRO AUTO PARTS DISTRIBUTOR MOP#75943 AUTO PARTS / FLEET PW 329737	KAISER FOUNDATION HEALTH PLANS	KAISER INS ACTIVE / JULY 2017	329726	7/4/17	186,314.57
KAISER FOUNDATION HEALTH PLANS HD H S A INS / JULY 2017 329729 7/4/17 3,753.72 KAISER FOUNDATION HEALTH PLANS RETIREES INS COBRA / MAY 2017 329730 7/4/17 1,574.88 KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329731 7/4/17 300.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 155.00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 160.00 LIMEUCO, M RETIREE HEALTH BENEFITS/ JUL 2017 329734 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 105.00 MEDINA, D RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 105.00 MEDINA, D RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 105.00 MOSSY SINSAN MOP#36736 AUTO PARTS / FLEET PW 329740 7/4/17	KAISER FOUNDATION HEALTH PLANS	RETIREES INS / JULY 2017	329727	7/4/17	19,431.02
KAISER FOUNDATION HEALTH PLANS KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 A29731 T/4/17 A300.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 RETIRES HEALTH BENEFITS/ JUL 2017 RETIRES RAYER INC MOP #45725/PRINTER SUPPLIES/MIS A29733 T/4/17 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 RETIREO, M MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 RETIREO, M MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 RETIREO, M RETIREE HEALTH BENEFITS/ JUL 2017 RETIREO, M MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 RETIREO, M RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M RETIREO, M MEDINA, R RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M MERONA, R RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M MERONA, R RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M MERONA, R RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M MOP#405703 AUTO PARTS / FLEET PW RETIREO, M MOP#405703 AUTO PARTS / FLEET PW RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M MOP#405703 AUTO PARTS / FLEET PW RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M MOP#405703 AUTO PARTS / PARKS PW RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO, M RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO HEALTH BENEFITS/ JUL 2017 RETIREO HEALTH BENE	KAISER FOUNDATION HEALTH PLANS	RETIREES INS / JULY 2017	329728	7/4/17	7,296.40
KIMBLE, R RETIREE HEALTH BENEFITS/ JUL 2017 329731 7/4/17 300.00 LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 155.00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329734 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 100.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 METRO AUTO PARTS DISTRIBUTOR MOP#5943 AUTO PARTS / FLEET PW 329738 7/4/17 952.06 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 952.06 MINER, B RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 180.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 136.21 NEGRETE, J NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 158.88 NOSRAT, MOUJAN RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 158.89 NOSRAT, MOUJAN RETIREE HEALTH BENEFITS/ JUL 2017 329747 7/4/17 158.89 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 309.92 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329749 7/4/17 7/5.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329751 7/4/17 340.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 340.00 PERSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329755 7/4/17 340.00 PERSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329755 7/4/17 340.00 PERSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329755 7/4/17 340.00 PERSKE FORD FERSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329755 7/4/17 340.00 PERSKE FORD FERSKE	KAISER FOUNDATION HEALTH PLANS	HD H S A INS / JULY 2017	329729	7/4/17	3,753.72
LANDA, A RETIREE HEALTH BENEFITS/ JUL 2017 329732 7/4/17 165.00 LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 632.60 LIMFUECO, M RETIREE HEALTH BENEFITS/ JUL 2017 329734 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 105.00 METRO AUTO PARTS DISTRIBUTOR MOP#57943 AUTO PARTS / FLEET PW 329738 7/4/17 105.00 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 560.00 MOSSY NISSAN MOP#60703 AUTO PARTS / FLEET PW 329740 7/4/17 126.20 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 140.00 NAPA AUTO PARTS MOP#766565 NAME PLAQUE / PW 329743 7/4/17 168.21 <td>KAISER FOUNDATION HEALTH PLANS</td> <td>RETIREES INS COBRA / MAY 2017</td> <td>329730</td> <td>7/4/17</td> <td>1,574.88</td>	KAISER FOUNDATION HEALTH PLANS	RETIREES INS COBRA / MAY 2017	329730	7/4/17	1,574.88
LASER SAVER INC MOP #45725/PRINTER SUPPLIES/MIS 329733 7/4/17 632.60 LIMFUECO, M RETIREE HEALTH BENEFITS/ JUL 2017 329734 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 280.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 METRO AUTO PARTS DISTRIBUTOR MOP#75943 AUTO PARTS / FLEET PW 329738 7/4/17 952.06 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.00 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PLEET PW 329740 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329743 7/4/17 136.21 NEGRETE, J MOP#56656 NAME PLAQUE / PW 329743 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329744 7/4/17 158.89 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADR JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 340.00 PERSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329753 7/4/17 340.00 PERSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329755 7/4/17 340.00 PERSKE, C EDUCATION REIMBURSEMENT 329755 7/4/17 340.00 PERRY, FORD RETIREE HEALTH BENEFITS/ JUL 2017 329755 7/4/17 340.00 PERRY, FORD RETIREE HEALTH BENEFITS/ JUL 2017 329755 7/4/17 340.00 PERRY, FORD RETIREE HEALTH BENEFITS/ JUL 2017 329755 7/4/17 340.00 PETERS, S RETIREE HEALTH BENEFITS/ JUL 2017 329755 7/4/17 340.00	KIMBLE, R	RETIREE HEALTH BENEFITS/ JUL 2017	329731	7/4/17	300.00
LIMFUECO, M RETIREE HEALTH BENEFITS/ JUL 2017 329734 7/4/17 160.00 MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 100.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329738 7/4/17 105.00 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#5943 AUTO PARTS / FLEET PW 329738 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329739 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329740 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329741 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 136.21 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 329746 7/4/17 329.00 OREILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 329.00 OREILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 329.00 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 329.50 PLUMBERS DEPOT INC FIBER GLASS 24 F	LANDA, A	RETIREE HEALTH BENEFITS/ JUL 2017	329732	7/4/17	155.00
MATIENZO, M RETIREE HEALTH BENEFITS/ JUL 2017 329735 7/4/17 280.00 MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 280.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 METRO AUTO PARTS DISTRIBUTOR MOP#75943 AUTO PARTS / FLEET PW 329738 7/4/17 580.00 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 136.21 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 329746 7/4/17 120.00 OREILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329751 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329755 7/4/17 3439.00 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 333.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329756 7/4/17 333.33	LASER SAVER INC	MOP #45725/PRINTER SUPPLIES/MIS	329733	7/4/17	632.60
MC CABE, T RETIREE HEALTH BENEFITS/ JUL 2017 329736 7/4/17 280.00 MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 METRO AUTO PARTS DISTRIBUTOR MOP#75943 AUTO PARTS / FLEET PW 329738 7/4/17 952.06 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 64.54 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 158.88 NOSRAT, JOULAN REFUND OF T&A 90052 / ENG 329745 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329746 7/4/17 120.00 <td>LIMFUECO, M</td> <td>RETIREE HEALTH BENEFITS/ JUL 2017</td> <td>329734</td> <td>7/4/17</td> <td>160.00</td>	LIMFUECO, M	RETIREE HEALTH BENEFITS/ JUL 2017	329734	7/4/17	160.00
MEDINA, R RETIREE HEALTH BENEFITS/ JUL 2017 329737 7/4/17 105.00 METRO AUTO PARTS DISTRIBUTOR MOP#75943 AUTO PARTS / FLEET PW 329738 7/4/17 952.06 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 140.00 NAFIONAL CITY TROPHY MOP#466556 NAME PLAQUE / PW 329743 7/4/17 136.21 NGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329746 7/4/17 267.90 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329748 7/4/17 36	MATIENZO, M	RETIREE HEALTH BENEFITS/ JUL 2017	329735	7/4/17	100.00
METRO AUTO PARTS DISTRIBUTOR MOP#75943 AUTO PARTS / FLEET PW 329738 7/4/17 952.06 MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 64.54 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 158.88 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329750 7/4/17 </td <td>MC CABE, T</td> <td>RETIREE HEALTH BENEFITS/ JUL 2017</td> <td>329736</td> <td>7/4/17</td> <td>280.00</td>	MC CABE, T	RETIREE HEALTH BENEFITS/ JUL 2017	329736	7/4/17	280.00
MINER, D RETIREE HEALTH BENEFITS/ JUL 2017 329739 7/4/17 580.00 MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 64.54 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 340.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 340.00 PERSZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 333.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 333.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329756 7/4/17 333.34	MEDINA, R	RETIREE HEALTH BENEFITS/ JUL 2017	329737	7/4/17	105.00
MOSSY NISSAN MOP#80703 AUTO PARTS / FLEET PW 329740 7/4/17 128.28 MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 64.54 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 <td>METRO AUTO PARTS DISTRIBUTOR</td> <td>MOP#75943 AUTO PARTS / FLEET PW</td> <td>329738</td> <td>7/4/17</td> <td>952.06</td>	METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / FLEET PW	329738	7/4/17	952.06
MYERS, B RETIREE HEALTH BENEFITS/ JUL 2017 329741 7/4/17 140.00 NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 64.54 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329748 7/4/17 362.55 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329752 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 <td>MINER, D</td> <td>RETIREE HEALTH BENEFITS/ JUL 2017</td> <td>329739</td> <td>7/4/17</td> <td>580.00</td>	MINER, D	RETIREE HEALTH BENEFITS/ JUL 2017	329739	7/4/17	580.00
NAPA AUTO PARTS MOP#45735 AUTO PARTS / PARKS PW 329742 7/4/17 64.54 NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 32975	MOSSY NISSAN	MOP#80703 AUTO PARTS / FLEET PW	329740	7/4/17	128.28
NATIONAL CITY TROPHY MOP#766556 NAME PLAQUE / PW 329743 7/4/17 136.21 NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755<	MYERS, B	RETIREE HEALTH BENEFITS/ JUL 2017	329741	7/4/17	140.00
NEGRETE, J PAYCHECK DIRECT DEPOSIT - RETURNED 329744 7/4/17 158.88 NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 <	NAPA AUTO PARTS	MOP#45735 AUTO PARTS / PARKS PW	329742	7/4/17	64.54
NOSRAT, MOUJAN REFUND OF T&A 90052 / ENG 329745 7/4/17 393.92 NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 366 et 400 329756 7/4/17 383.34	NATIONAL CITY TROPHY	MOP#766556 NAME PLAQUE / PW	329743	7/4/17	136.21
NOTEWARE, D RETIREE HEALTH BENEFITS/ JUL 2017 329746 7/4/17 120.00 O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 266 of 400 329756 7/4/17 383.34	NEGRETE, J	PAYCHECK DIRECT DEPOSIT - RETURNED	329744	7/4/17	158.88
O'REILLY AUTO PARTS MOP#75877 AUTO PARTS / FLEET PW 329747 7/4/17 267.90 OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 3266 of 400 329756 7/4/17 383.34	NOSRAT, MOUJAN	REFUND OF T&A 90052 / ENG	329745	7/4/17	393.92
OUTDOORPLAY INC SAFETY ROPES FOR NC AQUATIC CENTER 329748 7/4/17 362.55 PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 3266 of 400 329756 7/4/17 383.34	NOTEWARE, D	RETIREE HEALTH BENEFITS/ JUL 2017	329746	7/4/17	120.00
PADRE JANITORIAL SUPPLIES JANITORIAL SUPPLIES / NUTRITION 329749 7/4/17 77.53 PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 3266 of 400 329756 7/4/17 383.34	O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / FLEET PW	329747	7/4/17	267.90
PAUU JR, P RETIREE HEALTH BENEFITS/ JUL 2017 329750 7/4/17 340.00 PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 3266 of 400 329756 7/4/17 383.34	OUTDOORPLAY INC	SAFETY ROPES FOR NC AQUATIC CENTER	329748	7/4/17	362.55
PEASE JR, D RETIREE HEALTH BENEFITS/ JUL 2017 329751 7/4/17 140.00 PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 3266 of 400 329756 7/4/17 383.34	PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	329749	7/4/17	77.53
PENSKE FORD MOP#49078 AUTO PARTS / FLEET PW 329752 7/4/17 341.68 PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 3266 of 400 329756 7/4/17 383.34	PAUU JR, P	RETIREE HEALTH BENEFITS/ JUL 2017	329750	7/4/17	340.00
PEREZ, C EDUCATION REIMBURSEMENT 329753 7/4/17 439.00 PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 329756 7/4/17 383.34	PEASE JR, D	RETIREE HEALTH BENEFITS/ JUL 2017	329751	7/4/17	140.00
PERRY FORD R & M CITY VEHICLES FOR FY 2017 329754 7/4/17 833.30 PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 329756 7/4/17 383.34	PENSKE FORD	MOP#49078 AUTO PARTS / FLEET PW	329752	7/4/17	341.68
PETERS, S RETIREE HEALTH BENEFITS / JUL 2017 329755 7/4/17 290.00 PLUMBERS DEPOT INC FIBER GLASS 24' F 329756 7/4/17 383.34	PEREZ, C	EDUCATION REIMBURSEMENT	329753	7/4/17	439.00
PLUMBERS DEPOT INC FIBER GLASS 24' F 329756 7/4/17 383.34	PERRY FORD	R & M CITY VEHICLES FOR FY 2017	329754	7/4/17	833.30
1 266 of 400 I	PETERS, S	RETIREE HEALTH BENEFITS / JUL 2017	329755	7/4/17	290.00
POST, R RETIREE HEALTH E 266 of 400 17 329757 7/4/17 280.00	PLUMBERS DEPOT INC	FIBER GLASS 24' F	329756	7/4/17	383.34
	POST, R	RETIREE HEALTH E 266 of 400 17	329757	7/4/17	280.00



PAYEE	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / FLEET PW	329758	7/4/17	252.68
PRO BUILD	MOP#45707 GENERAL SUPPLIES / PW	329759	7/4/17	1,492.53
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	329760	7/4/17	842.97
RAPHAEL'S PARTY RENTALS	PODIUM & DRAPING FOR MISS NATIONAL CITY / CSD	329761	7/4/17	658.90
RAY, S	RETIREE HEALTH BENEFITS/ JUL 2017	329762	7/4/17	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / JULY 2017	329763	7/4/17	3,152.24
ROARK, L	RETIREE HEALTH BENEFITS/ JUL 2017	329764	7/4/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS/ JUL 2017	329765	7/4/17	310.00
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES - MAY	329766	7/4/17	22.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO SUPPLIES / FLEET PW	329767	7/4/17	105.48
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	329768	7/4/17	2,675.85
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	329769	7/4/17	42,679.31
SEAPORT MEAT COMPANY	MEAT / NUTRITION	329770	7/4/17	838.86
SERVATIUS, J	RETIREE HEALTH BENEFITS/ JUL 2017	329771	7/4/17	340.00
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	329772	7/4/17	206.63
SHORT, C	RETIREE HEALTH BENEFITS/ JUL 2017	329773	7/4/17	300.00
SMART & FINAL	MOP 45704. REFRESHMENT SUPPLIES / CSD	329774	7/4/17	69.98
SMITH, J	RETIREE HEALTH BENEFITS/ JUL 2017	329775	7/4/17	320.00
SOUTH COAST EMERGENCY	DOOR, GORTITE, FOR EMERGENCY VEHICLE / PW	329776	7/4/17	2,403.12
SOUTHERN CALIF TRUCK STOP	MOP# 45758 AUTO PARTS / FLEET PW	329777	7/4/17	53.14
SOUTHWEST SIGNAL SERVICE	MONTHLY MAINTENANCE LIGHTING / MAY 2017	329778	7/4/17	14,093.82
SPEEDPRO IMAGING	VINYL AND LAMINATE FOR STAGE TRAILER / PW	329779	7/4/17	5,355.09
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CSD	329780	7/4/17	655.01
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / FINANCE	329781	7/4/17	102.27
STARTECH COMPUTERS	MOP #61744. COMPUTER SUPPLIES / MIS	329782	7/4/17	155.34
STEWART, W	RETIREE HEALTH BENEFITS/ JUL 2017	329783	7/4/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS/ JUL 2017	329784	7/4/17	135.00
SUPERIOR READY MIX	CONCRETE FOR STREET / PW	329785	7/4/17	409.45
SWANK MOTION PICTURES INC	MOVIES IN THE PARK SERIES / CSD	329786	7/4/17	565.00
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	329787	7/4/17	42,095.38
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	329788	7/4/17	5,201.61
TARGET SPECIALTY PRODUCTS	FAN NOZZLE / PW	329789	7/4/17	67.07
THE HOME DEPOT CREDIT SERVICES	PADLOCKS TABLE AND CHAIRS / PW	329790	7/4/17	265.43
THE LIGHTHOUSE INC	MOP# 45726 AUTO PARTS / FLEET PW	329791	7/4/17	408.50
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / JULY 2017	329792	7/4/17	10,416.49
TIPTON, B	RETIREE HEALTH BENEFITS/ JUL 2017	329793	7/4/17	250.00
ULINE	WATERHOG MAT SLIP GUARD / PW	329794	7/4/17	489.97
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS / FLEET PW	329795	7/4/17	265.43
VALLEY INDUSTRIAL SPECIALTIES	MOP# 46453 ELECTRICAL SUPPLIES / PW	329796	7/4/17	466.00
VERRY, L	RETIREE HEALTH BENEFITS/ JUL 2017	329797	7/4/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS/ JUL 2017	329798	7/4/17	480.00
VULCAN MATERIALS COMPANY	3/4 IN CL 2 BASE - ASPHALT / PW	329799	7/4/17	481.17
WESTFLEX INDUSTRIAL	MOP#63850 AUTO PARTS / FLEET PW	329800	7/4/17	219.76
WHITE, J	RETIREE HEALTH BENEFITS/ JUL 2017	329801	7/4/17	230.00
WHOLESALE CARABINERS COM	PROMOTIONAL ITEM FOR THE AQUATICS / CSD	329802	7/4/17	555.50
WILLY'S ELECTRONIC SUPPLY	MOP# 45763 GENERAL SUPPLIES / PW	329803	7/4/17	1,028.27
Z A P MANUFACTURING INC	REMOVE AND REFACE STREET SIGNS	329804	7/4/17	1,391.16
YOUNG, G	SUBSISTENCE / FBI ACADEMY / PD	329805	7/4/17	1,162.50

267 of 400 A/P Total 622,852.46



<u>PAYEE</u>		DESCRIPTION		CHK NO	DATE	AMOUNT
WIRED PAYMENTS						
CITY NATIONAL BANK		ENERGY PROJECT LEAS	SE PAYMENT #29	11256	7/3/17	43,101.20
PUBLIC EMP RETIREM	MENT SYSTEM	SERVICE PERIOD 6/06/17	7 - 6/19/17	6282017	6/28/17	416,924.02
SECTION 8 HAPS		Start Date	End Date			
		6/28/2017	7/4/2017			867,675.42
PAYROLL						
Pay period	Start Date	End Date	Check Date			
14	6/20/2017	7/3/2017	7/12/2017			1,055,736.61
			GRAND TO	ΓAL		\$ 3,006,289.71

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Raberto	
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE C	COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	LAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF ST, 2017.
AYES	
NAYS	
ARSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #2 for the period of 07/05/17 through 07/11/17 in the amount of \$1,358,983.47. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.

ITEM TITLE:					
Warrant Register #2 for the perio (Finance)	d of 07/05/17	through 07/1	1/17 in the am	ount of \$1,358,983.4	7.
PREPARED BY: K. Apalategui			DEPARTMEN	NT: Finance ,	
PHONE : 619-336-4572			APPROVED	BY.	and for
EXPLANATION :			ATTROVED	<u> </u>	
Per Government Section Code 3 through 07/11/17. Consistent with Department of Fig.				•	/17
Vendor	Check/Wire	Amount	Explanation	· · · ·	
<u>vonaor</u>	<u> </u>	<u>/ iiii Garit</u>	<u> Explanation</u>		
CSAC Excess Ins Authority	329818	220,828.00		ility Insurance	
CSAC Excess Ins Authority	329819	176,116.00		npensation Program	
CSAC Excess Ins Authority	329821	90,807.00	Property Insu		
S & J Builders & Restoration	329859	70,018.53	•	rainger Music Hall	
Adminsure Inc	934419	82,660.14		plenishment June 20)1/
Bank of America	971469	493,879.17	Payorr or Lea	ase Agreement	
FINANCIAL STATEMENT:			APPROVED:	Mark Raberto	Finance
ACCOUNT NO.			APPROVED:		MIS
Warrant total \$1,358,983.47.					_
ENVIRONMENTAL REVIEW:					
This is not a project and, therefore	e, not subject	to environme	ntal review.		
ORDINANCE: INTRODUCTION:	FINAL A	ADOPTION:			
STAFF RECOMMENDATION:					
Ratify warrants totaling \$1,358,98	33.47.				
BOARD / COMMISSION RECOMMI	ENDATION:				
N/A					

271 of 400

ATTACHMENTS:

Warrant Register #2



WARRANT REGISTER #2 7/11/2017

<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	AMOUNT
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES / COUNCIL MEETINGS	329806	7/10/17	1,110.00
ACE UNIFORMS & ACCESSORIES INC	COLOR GUARD UNIFORMS / PD	329807	7/11/17	738.25
ADAMS, D	TRAINING REIM. RACIAL PRO / ADAMS / PD	329808	7/11/17	353.51
AEP CALIFORNIA LLC	ALTIMA BUILD-OUTS / POLICE DEPT	329809	7/11/17	5,239.59
ALTA LANGUAGE SERVICES INC	PROFESSIONAL SERVICES	329810	7/11/17	60.00
BRANCH, J	RETURNED DIRECT DEPOSIT / WRONG ACCOUNT	329811	7/11/17	399.42
CALIFA GROUP	CENIC BROADBAND JAN - MAR 2017	329812	7/11/17	4,626.66
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT / MAY 2017	329813	7/11/17	979.96
COUNTY OF SAN DIEGO	SHARE OF PARKING CITATION REVENUE / MAY	329814	7/11/17	9,741.00
COUNTY OF SAN DIEGO	SHARE OF PARKING CITATION REVENUE / JUNE	329815	7/11/17	9,576.78
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS	329816	7/11/17	8,406.78
COX COMMUNICATIONS	COX DATA SERVICES / JUNE 2017	329817	7/11/17	3,619.32
CSAC EXCESS INS AUTHORITY	GENERAL LIABILITY INSURANCE	329818	7/11/17	220,828.00
CSAC EXCESS INS AUTHORITY	WORKERS COMPENSATION PROGRAM	329819	7/11/17	176,116.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	329820	7/11/17	90,807.00
CSAC EXCESS INS AUTHORITY	EXCESS LIABILITY INSURANCE	329821	7/11/17	22,293.00
CSAC EXCESS INS AUTHORITY	MASTER CRIME INSURANCE	329822	7/11/17	5,429.00
CYNTHIA TITGEN CONSULTING INC	PROFESSIONAL SERVICES - JUNE	329823	7/11/17	2,835.00
DAY WIRELESS SYSTEMS	COMMS EQUIP SERVICE	329824	7/11/17	649.75
DELL MARKETING L P	OPTIPLEX 5040 / MIS	329825	7/11/17	28,355.20
DIETSCH'S HEARING AID CENTER	EARPLUGS FOR DISPATCH	329826	7/11/17	307.80
D-MAX ENGINEERING	T&A #90185 REFUND	329827	7/11/17	6,792.20
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	329828	7/11/17	257.37
EPLUS TECHNOLOGY INC	VMWARE VSPHERE 6 LICENSE SUPPORT	329829	7/11/17	3,496.00
ERGOGENESIS LLC	ERGONOMIC CHAIRS / PD	329830	7/11/17	1,877.26
ERNIE'S VAN & STORAGE	MOVING EXPENSES / CITY ATTORNEY	329831	7/11/17	13,561.00
ESGIL CORPORATION	PLAN CHECKS / FIRE	329832	7/11/17	3,058.80
FERNANDO, V	TRAINING ADV SUB ROT/ FERNANDO	329833	7/11/17	384.00
FIRE ETC	FOLDING STEPS / FIRE	329834	7/11/17	338.43
GOVCONNECTION INC	ARMS AND SCREENS FOR DISPATCH	329835	7/11/17	6,908.69
GRANICUS INC	GRANICUS INVOICE 87754	329836	7/11/17	1,702.35
HERNANDEZ, P	TRAINING REIM FTO/ P. HERNANDEZ	329837	7/11/17	137.37
HP INC	COMPUTER TOUCH SCREEN	329838	7/11/17	2,581.91
ICMA	CONFERENCE REGISTRATION / STEVENSON	329839	7/11/17	665.00
IDVILLE	BADGE REELS	329840	7/11/17	543.89
KNOX SERVICES	COPYING SERVICES - 06-20-17 CITY COUNCIL	329841	7/11/17	667.19
LOPEZ, J	MILEAGE REIMBURSEMENT	329842	7/11/17	10.17
MACHADO, R	TRAINING ADV LODGE SUB/MACHADO/PD	329843	7/11/17	99.00
MASON'S SAW	MOP 45729. LANDSCAPING SUPPLIES / PARK	329844	7/11/17	522.71
MELLADO DESIGNS	MELLADO DESIGNS ORDER / COUNCIL/ 2017	329845	7/11/17	162.38
MES CALIFORNIA	FORESTRY BAGS / FIRE	329846	7/11/17	279.98
MHZ COMMUNICATIONS ENT	HEADSET REPAIR / FIRE	329847	7/11/17	265.50
MUNICIPAL CODE CORPORATION	GRANICUS SERVICE / JUNE 2017	329848	7/11/17	475.00
NATIONAL BUSINESS FURNITURE	POLYURETHANE LOVESEAT & CHAIR / CSD	329849	7/11/17	1,659.79
NATIONAL CITY CHAMBER	REPLACEMENT EDCO DISPOSAL CHECK	329850	7/11/17	2,500.00
NOWDOCS INTERNATIONAL INC	GREEN VOID BOTTOM CHECKS / FINANCE	329851	7/11/17	366.24
OFFICE SOLUTIONS BUSINESS	SOFA, CIRCLE BENCH / CSD	329852	7/11/17	2,975.40
OPTUM BANK	H S A BANKING FEES	329853	7/11/17	74.75
PEPPERBALL	PEPPERBALLS POWDER / PD	329854	7/11/17	1,098.00
PRO BUILD	MOP 45707. SUI 272 of 400 DEPT	329855	7/11/17	516.66



WARRANT REGISTER #2 7/11/2017

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
PROFORCE LAW ENFORCEMENT	TAC RAIL LIGHT / PD	329856	7/11/17	202.61
PROGRESSIVE SOLUTIONS INC	PROGRESSIVE MODULES: LICENSE TRACK / MIS	329857	7/11/17	25,235.80
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION ROT / FERNANDO / PD	329858	7/11/17	160.00
S & J BUILDERS & RESTORATION	REPAIRS AT GRANGER MUSIC HALL	329859	7/11/17	70,018.53
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FOR BASIC SUPERV/CHELIUS	329860	7/11/17	69.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION DUI/MARIOTA	329861	7/11/17	23.00
SAN DIEGO RESTAURANT SUPPLY	KITCHEN SUPPLIES / FIRE DEPT	329862	7/11/17	226.54
SMART & FINAL	MOP SMART & FINAL	329863	7/11/17	334.38
SMART SOURCE OF CALIFORNIA LLC	BUSINESS LICENSE APPLICATIONS / FINANCE	329864	7/11/17	889.26
SPARKLETTS	WATER SERVICE / MAY 2017	329865	7/11/17	5.20
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES/ENGINEERING	329866	7/11/17	1,437.23
SUN, A	MILEAGE REIMBURSEMENT	329867	7/11/17	33.18
SYMBOLARTS, LLC	BADGE REBANNERING PINS REPAIRS / PD	329868	7/11/17	1,990.00
SYSCO SAN DIEGO INC	RANGE STATIONARY KETTLE / NUTRITION	329869	7/11/17	15,134.76
TELECOM LAW FIRM P C	PROFESSIONAL SVCS RIGHT-OF-WAY WIRELESS	329870	7/11/17	180.00
THE SHERWIN WILLIAMS CO	MOP# 77816. PAINT SUPPLIES / NSD	329871	7/11/17	45.98
THE STAR NEWS PUBLISHING COMP	PUBLIC NOTICE AD / FINANCE	329872	7/11/17	53.81
T'S & SIGNS	EFM TSHIRTS / PD	329873	7/11/17	650.33
TUFFY SECURITY PRODUCTS INC	WEAPON LOCK BOXES	329874	7/11/17	1,609.50
U S BANK	CREDIT CARD EXPENSES / HR	329875	7/11/17	854.68
U S BANK	CREDIT CARD EXPENSES / CMO	329876	7/11/17	1,139.54
U S HEALTHWORKS	MEDICAL SERVICES	329878	7/11/17	948.00
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE / PD	329879	7/11/17	52.50
VERIZON WIRELESS	VERIZON CELLULAR SERVICE / JUNE	329880	7/11/17	13,874.29
AETNA RESOURCES FOR LIVING	EMPLOYEE ASSISTANCE PROGRAM JULY 2017	329881	7/11/17	826.98
			A/P Total	782,444.16
WIRED PAYMENTS				
ADMINSURE INC	W/C ACCT REPLENISHMENT JUN 2017	934419	7/11/17	82,660.14
BANK OF AMERICA	PAYOFF OF LEASE AGREEMENT	971469	7/5/17	493,879.17
	GRAND TOTAL	-		\$1,358,983.47

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

Mark Ralutts MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
MARK ROBERTS, THVAIVEE	ELSEIE BELSE, CITT WAIVAOLK
FINANCE (COMMITTEE
RONALD J. MORRISO	N, MAYOR-CHAIRMAN
ALBERT MENDIVIL, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	JERRY CANO, MEMBER
	CLAIMS AND DEMANDS WERE APPROVED AND SSUE SAID WARRANTS IN PAYMENT THEREOF ST, 2017.
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Alternative resolutions of the City Council of the City of National City to approve or deny a Conditional Use Permit for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parki

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017

AGENDA ITEM NO.

ITEM TITLE:

Alternative resolutions of the City Council of the City of National City to approve or deny a Conditional Use Permit for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking at 2000 Roosevelt Avenue; City Council may approve either of the attached resolutions based on contained findings for denial or approval. (Applicant: Deborah Falk) (Case File No.: 2016-10 CUP)

PREPARED BY: Martin Reeder, AICP JK

PHONE: 619-336-4313

DEPARTMENT: Planning

APPROVED BY:

EXPLANATION:

The City Council conducted a public hearing on this item at the March 21, 2017 City Council meeting. At the hearing, Council voted to disaffirm the decision of the Planning Commission, which was to deny the Conditional Use Permit (CUP), and direct staff to bring back a resolution to approve a modified CUP limiting the business to wholesale auto sales with accessory new car preparation (including detail), outdoor vehicle storage, electrical and trim installation (optional equipment for new vehicles), and employee parking.

At the May 2, 2017 City Council meeting, the City Council voted to deny the resolution approving the modified CUP. Four community members spoke in support of granting the CUP, and two spoke against. The Council asked staff to return with a resolution denying the CUP request. This item was continued from the June 20, 2017 City Council meeting.

Resolutions for both denial and approval have been attached in an effort to expedite proceedings. Adoption of one of the attached resolutions is needed to take action on the item.

FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED:	Finance		
ENVIRONMENTAL REVIEW: Categorically Exempt pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures) ORDINANCE: INTRODUCTION: FINAL ADOPTION:				
STAFF RECOMMENDATION: Adopt the Approval Resolution. BOARD / COMMISSION RECOMMENDATION: N/A				

ATTACHMENTS:

- 1. Denial Resolution
- 2. Approval Resolution

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DENYING A CONDITIONAL USE PERMIT FOR WHOLESALE AUTO SALES WITH ACCESSORY NEW CAR PREPARATION, OUTDOOR VEHICLE STORAGE, ELECTRICAL AND TRIM INSTALLATION, AND EMPLOYEE PARKING AT 2000 ROOSEVELT AVENUE (APN: 560-392-11)

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit ("CUP") for wholesale automobile sales, accessory auto repair, detail, and outdoor storage at Perry Ford, located at 2000 Roosevelt Avenue, at a duly advertised public hearing held on November 7, 2016, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearing, the Planning Commission considered the staff report contained in Case File No. 2016-10 CUP, which is maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing, at which time the Planning Commission denied the CUP; and

WHEREAS, the applicant filed a timely appeal of the Planning Commission's denial, subject to the provisions contained in National City Municipal Code ("NCMC") Section 18.12.060; and

WHEREAS, the City Council of the City of National City considered the appeal of the CUP denial at a duly advertised public hearing held on March 21, 2017, at which time oral and documentary evidence was presented; and

WHEREAS, the City Council voted to disaffirm the decision of the Planning Commission and directed staff to return with a resolution approving a modified CUP limiting the business to wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking at 2000 Roosevelt Avenue; and

WHEREAS, staff provided a resolution disaffirming the decision of the Planning Commission and approving a modified CUP to the City Council at their meeting of May 2, 2017; and

WHEREAS, at the City Council meeting of May 2, 2017, the City Council voted to deny the resolution disaffirming the decision of the Planning Commission and approving a modified CUP, and asked staff to return with a resolution affirming the decision of the Planning Commission to deny the CUP; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public meeting held on August 15, 2017, support the following findings:

Resolution No. 2017 – August 15, 2017 Page Two

FINDINGS FOR DENIAL OF THE CONDITIONAL USE PERMIT

- 1. The proposed use is inconsistent with the National City General Plan and the Westside Specific Plan because the proposed wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking uses are inconsistent with uses established in Appendix "A" of the Westside Specific Plan for properties located in the Limited Commercial ("CL") zone.
- The operating characteristics of the proposed activity would not be compatible with the existing and future land uses in the vicinity because the wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking uses are incompatible with adjacent residential development. Furthermore, the City's amortization program within the Westside Specific Plan Area is focused on amortizing businesses whose primary activities are the same as the accessory uses proposed in this case.
- 3. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking uses would not contribute to the improvement of environmental health conditions for residents in the area, which is encouraged by Guiding Principal No. 2 of the Vision and Guiding Principles section of Chapter 1 of the Westside Specific Plan.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 15th day of August, 2017.

	Ron Morrison, Mayor
ATTEST:	APPROVED AS TO FORM:
Michael R. Dalla, City Clerk	Angil P. Morris-Jones, City Attorney

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR WHOLESALE AUTO SALES WITH ACCESSORY NEW CAR PREPARATION, OUTDOOR VEHICLE STORAGE, ELECTRICAL AND TRIM INSTALLATION, AND EMPLOYEE PARKING AT PERRY FORD LOCATED AT 2000 ROOSEVELT AVENUE (APN: 560-392-11)

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit ("CUP") for wholesale automobile sales, accessory auto repair, detail, and outdoor storage at Perry Ford, located at 2000 Roosevelt Avenue, at a duly advertised public hearing held on November 7, 2016, at which time oral and documentary evidence was presented; and

WHEREAS, at said public hearing the Planning Commission considered the staff report contained in Case File No. 2016-10 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing, at which time the Planning Commission denied the CUP; and

WHEREAS, the applicant filed a timely appeal of the Planning Commission denial, subject to the provisions contained in National City Municipal Code ("NCMC") Section 18.12.060; and

WHEREAS, the City Council of the City of National City considered the appeal of the CUP denial at a duly advertised public hearing held on March 21, 2017, at which time oral and documentary evidence was presented; and

WHEREAS, the City Council voted to disaffirm the decision of the Planning Commission and directed staff to return with a resolution approving a modified CUP limiting the business to wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking; and

WHEREAS, staff provided a resolution disaffirming the decision of the Planning Commission and approving a modified CUP to the City Council at their meeting of May 2, 2017; and

WHEREAS, at the City Council meeting of May 2, 2017, the City Council voted to deny the resolution disaffirming the decision of the Planning Commission and approving a modified CUP, and asked staff to return with a resolution affirming the decision of the Planning Commission to deny the CUP; and

WHEREAS, the City Council did not make findings on May 2, 2017, to support their denial of the CUP resulting in the necessity of the matter having to return to the Council for such further action; and

WHEREAS, an alternative Resolution of approval was provided to the City Council for the public meeting held on August 15, 2017 to give the City Council the ability to take final action on the matter in the event that the Council does not adopt the findings to deny the CUP and instead votes to approve the modified CUP; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and

Resolution No. 2017 – August 15, 2017 Page Two

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public meeting held on August 15, 2017, support the following findings:

FINDINGS FOR APPROVAL OF THE CONDITIONAL USE PERMIT

The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code because the Westside Specific Plan permits automobile sales in the CL zone subject to a Conditional Use Permit, and the proposed accessory uses are customarily found in conjunction with a wholesale automobile sales use. Furthermore, use of the property as automobile sales lot complies with all other provisions of the Westside Specific Plan and the Land Use Code.

- 1. The proposed use is consistent with the General Plan and any applicable specific plan, because the General Plan designates this area as being within the Westside Specific Plan Area. The property is zoned Limited Commercial, which conditionally allows automobile sales, hence this application. The proposal is also consistent with General Plan Policies LU-1.5 and LU-5.1 because the proposal would create jobs and supports an existing employer.
- 2. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the wholesale automobile sales use will utilize both the site and industrial building as it is currently developed, except for improvements within the building and a proposed carport addition. Furthermore, the 1.6-acre lot far exceeds any minimum lot area requirement in the Westside Specific Plan.
- 3. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints because the proposal for wholesale automobile sales is on a property that is developed and previously used for industrial uses. A proposed carport addition is the only expansion proposed to the building, which already has access and utilities.
- 4. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located because the wholesale automobile sales use would operate on a property that is developed for and previously used by industrial uses. The use would utilize the existing building and parking lot, which already has access and utilities. The 1.6-acre lot size is suitable for the use and far exceeds any lot area requirements for any use in the City.

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5. The proposed project has been reviewed in compliance with the California Environmental Quality Act because staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 3 Section 15303 (New Construction or Conversion of Small Structures), for which a Notice of Exemption will be filed subsequent to approval of this Conditional Use Permit.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

- This Conditional Use Permit authorizes wholesale auto sales with accessory new car preparation (including detail), outdoor vehicle storage, electrical and trim installation (optional equipment for new vehicles), and employee parking at 2000 Roosevelt Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit "A", Case File No. 2016-10 CUP, dated September 10, 2016).
- 2. Before this Conditional Use Permit shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Conditional Use Permit. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Conditional Use Permit are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
- 3. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees to the San Diego County Clerk. Checks shall be made payable to the County Clerk and submitted to the National City Planning Department.
- 4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval, unless extended according to procedures specified in Section 18.12.040 of the National City Municipal Code.

Building

5. Plans submitted for improvements must comply with the 2016 edition of the California Building, Electrical, Fire, Plumbing, and Mechanical Codes.

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Engineering

- 7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System ("NPDES") is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP). The approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
- 8. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks. Street improvements shall be in accordance with City Standards.
- 9. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way.

Fire

- 10. A fire sprinkler and alarm system must be designed, approved, installed, and tested to code for this facility.
- 11. Prior to installation, an application for a fire sprinkler and alarm system must be submitted to and approved by the Fire Department.
- 12. Plans submitted for improvements must comply with the current editions of the California Fire Code ("CFC") and National Fire Protection Association ("NFPA").
- 13. In the event that the driveway on Hoover Avenue is abandoned, Fire Department turnaround provisions shall be provided consistent with CFC Appendix "D" (Fire Department Access Roads).

Planning

- 14. The applicant must obtain a business license for this permit to be considered exercised.
- 15. The applicant shall submit a landscape and irrigation plan showing existing landscaping and including additional landscape screening along the street frontages, with particular emphasis along Hoover Avenue. Landscaping shall be installed and/or enhanced to provide screening of the facility from adjacent residential development to the satisfaction of the Planning Department. Missing or dead/damaged landscaping shall be replaced or upgraded to original condition. Installation of new and additional landscaping is required prior to operation.

Resolution No. 2017 – August 15, 2017 Page Five

- 17. This permit is approved for wholesale auto sales with accessory new car preparation, outdoor vehicle storage, electrical and trim installation, and employee parking. This permit must be modified if the current or future applicants or owners wish to operate a retail automobile sales business on the subject property.
- 18. The new car preparation (including detail), outdoor vehicle storage, and electrical and trim installation uses must remain accessory to a wholesale dealership. No separate business licenses shall be approved for these uses unless the zone changes to allow the uses.
- 19. The business must maintain a wholesale dealer license with the California Department of Motor Vehicles ("DMV") at all times. Failure to maintain such a license will constitute a violation of the Conditional Use Permit.
- 20. Unless required for emergency access to the property, the driveway on Hoover Avenue shall be removed and converted to landscaping. No non-emergency ingress or egress shall be provided by Hoover Avenue.
- 21. The subject business shall conform to all applicable local, state, and federal permitting requirements for storage of any materials associated with the approved use.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones City Attorney	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide Heating, Ventilating and Air Conditioning

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 **AGENDA ITEM NO.:** ITEM TITLE: Resolution of the City Council of the City of National City authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170.412 to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services for City facilities... PREPARED BY: Ray Roberson, Management Analyst II **DEPARTMENT:** Engineering and Public Works PHONE: 619-336-4583 APPROVED BY: **EXPLANATION:** Styl 7. Mayurello See attached. APPROVED: Mark Ralites FINANCIAL STATEMENT: **FINANCE** ACCOUNT NO. APPROVED: 626-416-223-288-0000 Facilities Maintenance Fund - \$170,412 Funds are appropriated and available in the above account. **ENVIRONMENTAL REVIEW:** This is not a project and, therefore, not subject to environmental review. ORDINANCE: INTRODUCTION **FINAL ADOPTION STAFF RECOMMENDATION:** Adopt Resolution authorizing the Mayor to execute a one-year Service Agreement with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities **BOARD / COMMISSION RECOMMENDATION:** ATTACHMENTS: 1. Explanation 2. Service Agreement with Exhibit "A"

- Resolution

EXPLANATION

On April 6, 2017, the Engineering and Public Works Department issued a Request for Qualifications (RFQ) for facilities maintenance support services involving Heating, Ventilating, and Air Conditioning (HVAC), Electrical, Plumbing, General Services, Pool Services, Painting, Pest Control, Alarm and Security Services, Access Control Systems, and Elevators. The RFQ was posted on the City's website and advertised in local newspapers. The deadline to submit Statements of Qualifications (SOQs) was May 8, 2017.

SOQs for HVAC maintenance and repair services were received from two qualified contractors, Honeywell and Countywide Mechanical Systems, Inc., by the submittal deadline. On May 25, 2017, Engineering and Public Works Department staff interviewed and scored both contractors. Based on the strength of their SOQ and interview performance, staff recommends executing a one-year Agreement (with the option for two, one-year extensions) with Countywide Mechanical Systems, Inc., for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities per the scope of work identified in Exhibit "A" to the Agreement.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND COUNTYWIDE MECHANICAL SYSTEMS, INC.

THIS AGREEMENT is entered into on this 1st day of September, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide heating, ventilation, and air conditioning ("HVAC") preventative maintenance services to city-owned facilities.

WHEREAS, the CITY has determined that the CONTRACTOR is a HVAC maintenance and repair company and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to provide HVAC preventative maintenance services to city-owned facilities, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

- 2. EFFECTIVE DATE AND LENGTH OF AGREEMENT. This Agreement will become effective on September 1, 2017. The duration of this Agreement is for the period of September 1, 2017 through August 31, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit "A". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.
- 3. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth in the attached Exhibit "A".

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

- 4. **PROJECT COORDINATION AND SUPERVISION.** Arturo Gonzalez, Facilities Supervisor, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Michael Hubbard thereby is designated as the Project Director for the CONTRACTOR.
- 5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONTRACTOR shall be based on billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$170,412. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.
- 7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR

shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

- 9. <u>CONTROL</u>. Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.
- 10. <u>COMPLIANCE WITH APPLICABLE LAW</u>. The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. <u>LICENSES, PERMITS, ETC</u>. The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. STANDARD OF CARE.

- A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- NON-DISCRIMINATION PROVISIONS. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
- 14. <u>CONFIDENTIAL INFORMATION</u>. The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the

prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

- MORKERS' COMPENSATION. The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.
- 17. <u>INSURANCE</u>. The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

- A. If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.
- C. Commercial General Liability Insurance, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.
- D. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. The Certificate Holder for all policies of insurance required by this Section shall be as follows:

City of National City c/o Risk Manager 1243 National City Boulevard National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent

California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

- I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.
- K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any

damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.
- 20. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Arturo Gonzalez

Facilities Supervisor

Engineering and Public Works

City of National City

1243 National City Boulevard National City, CA 91950-4397

To CONTRACTOR:

Michael Hubbard Service Account Manager Countywide Mechanical Systems, Inc. 1400 N. Johnson Avenue, Suite 114 El Cajon, CA 92020

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. <u>CONFLICT OF INTEREST AND POLITICAL REFORM ACT</u>

<u>OBLIGATIONS</u>. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment,

process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES**. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. <u>MISCELLANEOUS PROVISIONS</u>.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- L. Subcontractors or Subcontractors. The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.
- M. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

[Signature Page to Follow]

CITY OF NATIONAL CITY COUNTYWIDE MECHANICAL SYSTEMS, INC. (Signatures of two corporate officers required) By: By: Ron Morrison, Mayor (Name) RANDALL A. SIGNORE (Print) APPROVED AS TO FORM: VP-SERVICE & SPECIAL PROJECTS OPERATIONS (Title) Angil P. Morris-Jones City Attorney By: (Name) By: Roberto M. Contreras PAUL B. DUKE Deputy City Attorney (Print) PRESIDENT

(Title)

Exhibit A











HVAC Preventative Maintenance

PREPARED FOR: Stephen Manganiello
LOCATION NAME: City of National City
PRESENTED: June 13, 2017
PREPARED BY: Countywide Mechanical Systems

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PREVENTATIVE MAINTENANCE SERVICE

BY: Countywide Mechanical Systems, Inc.

1400 N. Johnson Ave., #114

El Cajon, CA 92020

PH: (619) 449-9900

Fax: (619) 449-9901

FOR: City of National City

1243 National City Blvd

National City, CA 91950

ATTN: Mr. Stephen Manganiello

LOCATION OF SERVICES TO BE PROVIDED:

Building Identification:

Civic Center, Police Station, Public Library, MLK Jr Community Center, Arts Center, Kimball Park Recreation Center, Kimball Park Senior Center, Fire Station 34, Fire Station 33, Fire Station 31, El Toyon Park Recreation Center, Municipal Pool, Camacho Recreation Center, Aquatic Center, Casa De Salud Youth Center, Public Works Office/Breakroom, Public Works Vehicle Maintenance Shop & Public Works Storage Building

Full Maintenance coverage on Civic Center & Police Station only.

Total Annual Preventive Maintenance Cost:

\$170,412.00

Total 3 Year Contract Price:

\$511,236.00

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SERVICE AGREEMENT: General Terms & Conditions

A. Mutual Cooperation

Countywide Mechanical Systems and Customer agree to work in a cooperative manner and understand that in order to provide quality service; both parties must work together in meeting the requirements as set forth in the Agreement. Countywide Mechanical Systems guarantees all labor and material to be as specified in the Agreement. All work performed under the Agreement will be accomplished during normal working hours (8:00 AM – 4:30 PM, Monday through Friday, except holidays) and shall be arranged with Customer's management prior to dispatching.

B. Asbestos Exclusion

Customer understands and agrees that the Agreement does not include the detection, abatement, encapsulation or removal of asbestos (or any hazardous waste product) or products or materials or equipment containing asbestos. In the event that Countywide Mechanical Systems encounters any asbestos product or material in the course of performing its work, Countywide Mechanical Systems shall promptly notify Customer of such discovery, have the right to discontinue its work and remove its employees from the work site, or that portion of the work site wherein such product or material was encountered, until such product or materials, and any hazards connected therewith are abated, encapsulated or removed, and/or it is determined that no hazard exists. Countywide Mechanical Systems may rely upon Customer's representations and warranties regarding asbestos and Customer's compliance with Asbestos Evaluation Requirements. Any other site investigation requirements notwithstanding, Countywide Mechanical Systems shall have no duty to identify, detect or evaluate asbestos.

C. Ozone Depleting Substances (ODS)

Customer shall be notified with the proper documentation in the storage and handling of all ozone depleting substances, namely CFC's in refrigerant gases, which Countywide Mechanical Systems may encounter at the facility. Countywide Mechanical Systems shall compiy will all governmental regulations and Customer shall receive written documentation in conformance to EPA specifications. ODS Service includes service labor required to detect the existence of a refrigerant leak. Such service to diagnose leaks shall automatically be provided upon the occasion of any equipment servicing when that service calls for the recording of refrigerant pressures or levels of refrigerant in the system. The actual labor for detecting the location of the leak, recovery and/or recycle of refrigerant, and repair of any equipment component containing the refrigerant is NOT provided by the ODS Service Schedule. Detection of leak location(s) may be accomplished using a combination of visual inspection, electronic detection, ultraviolet/dye detection and other approved detection procedures. Any repairs to correct ODS leaks will be quoted at the discounted service rate for service agreement customer.

SERVICE AGREEMENT: Special Provisions - 1 OF 1

"Full Maintenance" Coverage Summary (Civic Center & Police Station)

Full Maintenance coverage is available for all primary equipment. This coverage will include parts and labor for all "Level Two" preventive maintenance services. Emergency repair parts and labor (during normal hours), travel time, and truck charges are also covered.

For Full Maintenance Coverage, the following will apply:

Countywide Mechanical Systems agrees to:

- Furnish all labor, parts, refrigerant, oil, filters, belts and materials needed to maintain the listed equipment in good operating condition and to perform all services listed under the Preventive Maintenance coverage. Labor is covered under this agreement during normal working hours. An overtime differential will be charged for all labor worked outside of normal hours.
- 2. Maintain the following items related to the equipment:
 - a) Electric wiring from the starter to its respective motor and starters.
 - b) The pressure and temperature controls, thermometers, gauges, control devices, thermostats and manual valves located within the equipment.
 - c) Refrigerant leak repairs. Includes refrigerant tracking.
 - d) All coils within the unit.
 - e) All compressors.
 - f) All motors.
 - g) All electrical controls.
 - h) All actuators within the unit.

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- i) Annual coil washing and condensate drain cleaning.
- j) All moving parts such as bearings, shafts, pulleys, economizers and fan blades.
- All refrigeration components such as filter driers, expansion valves, check valves, capillary tubes and solenoid valves.

Customer agrees to:

- 1. Operate equipment according to Countywide Mechanical instruction, and to notify Countywide Mechanical promptly of any change in the usual operating conditions.
- 2. Employ only Countywide Mechanical personnel or persons authorized by Countywide Mechanical to perform all work on the equipment, except for operation of same.

Exclusions:

It is understood that, except to the extent otherwise provided in the service agreement outline, the services and maintenance provided for herein includes only those items listed above. It does not, for example, include any of the following:

- Normal functions of stopping/starting the listed equipment.
- The maintenance of space conditions or system performance unless improper conditions are directly due to the failure of the listed mechanical equipment.
- 3. Piping and valves located outside the units.
- 4. Duct work.
- 5. Damage due to freezing weather.
- 6. Air balancing.
- Corrosion or erosion damage, due to salt air, age or outdoor conditions. (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, unit casing and coils)
- Circuit breakers.
- 9. Complete replacement of unit.
- Any items of equipment recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
- 11. Repair of component failure caused by electrical power imbalances, lightning, or other acts of God.
- 12. Pre-existing conditions. During the first 30 days, Countywide shall perform an inspection to identify existing equipment failures and provide customer with a repair proposal to allow Countywide Mechanical Systems to assume all equipment in good working order

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	Civic Cent	ter-Full Service Leve	
Quantity	Туре	Manufacturer	PM Frequency
4	Air Handler	Various	QTR & ANN
5	Exhaust Fans	Various	QTR & ANN
2	IT Room AC Units	Data Aire	QTR & ANN
1	Chiller	McQuay	QTR & ANN
1	Built up AC system	Carrier	QTR & ANN
3	VFD's	ABB	QTR & ANN
6	Centrifugal Pumps	Various	QTR & ANN
1	Split Systems	Carrier	QTR & ANN
1	Air Compressor / Dryer	Powerex / Hankinson	QTR & ANN
2	Domestic Water Heaters	Various	QTR & ANN
1	Cooling Tower	BAC	QTR & ANN
1	Boiler		QTR & ANN

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	Police Stati	on-Full Service Leve	el II
Quantity	Туре	Manufacturer	PM Frequency
	Air Handler	Various	QTR & ANN
6	Exhaust /MAU Fans	Various	QTR & ANN
2	IT Room AC Units	Data Aire	QTR & ANN
3	Package Hea	McQuay	QTR & ANN
1	Package VAV	TRANE	QTR & ANN
1	VFD	Danfoss	QTR & ANN
1	Centrifugal Pumps	Armstrong	QTR & ANN
1	Large Exhaust-Gun Range		QTR & ANN
1	Air Compressor / Dryer	Powerex / Hankinson	QTR & ANN
2	Domestic Water Heaters	Various	QTR & ANN
	Walk-in Ref/Freezer		QTR & ANN
1	Boiler	Raypak	QTR & ANN

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	EQUIPMENT QUANTITIES AND PM FREQUENCIES				
	Public Li	brary-Standard Pl	VI		
Quantity	Type	Manufacturer	PM Frequency		
8	Air Handler	Huntair	QTR & ANN		
6	Exhaust Fans	Various	QTR & ANN		
	Chiller	ReD	OTR & ANN		
1	Built up AC system	Huntair	QTR & ANN		
14	VFD	ABB	QTR & ANN		
6	Centrifugal Pumps	Various	QTR & ANN		
5	Split Systems	Carrier	GTR & ANN		
1	Domestic Water Heaters	Various	QTR & ANN		
2	Cooling Tower	BAC	QTR & ANN		
1	Boiler	AJAX	QTR & ANN		

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	EQUIPMENT QUANT MLK Jr. Comm	FITIES AND PM FRunity Center-Stand	
Quantity	Туре	Manufacturer	PM Frequency
11	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN





EQUIPMENT QUANTITIES AND PM FREQUENCIES					
A B	Arts Ce	enter-Standard PM			
Quantity	Туре	Manufacturer	PM Frequency		
8	Rooftop Package Units	Various	QTR & ANN		
2	Makeup Air	Various	QTR & ANN		
1	Split System	Various	QTR & ANN		





EQUIPMENT QUANTITIES AND PM FREQUENCIES				
Kimball Park Recreation Center- Standard PM				
Quantity	Туре	Manufacturer	PM Frequency	
3	Split System	Various	QTR & ANN	





EQUIPMENT QUANTITIES AND PM FREQUENCIES					
Kimball Park Senior Center Standard PM					
Quantity	Туре	Manufacturer	PM Frequency		
1	Exhaust Fan	Various	QTR & ANN		
2	Split System	Various	QTR & ANN		





	EQUIPMENT QUAN		
	Fire Sta	tion 34 Standard Pl	M
Quantity	Type	Manufacturer	PM Frequency
5	Package Heat Pump	TRANE	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN
1	IT Room AC Units	Carrier	QTR & ANN
1	Water Heater	AO Smith	QTR & ANN
1	VFD's	ABB	QTR & ANN
1	Centrifugal Pumps	Peerless	QTR & ANN

EQUIPMENT QUANTITIES AND PM FREQUENCIES Fire Station 33 Standard PM				
2	Rooftop Package Units	Various	QTR & ANN	
2	Exhaust Fans	Various	QTR & ANN	
1	Water Heater	Various	QTR & ANN	

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EQUIPMENT QUANTITIES AND PM FREQUENCIES				
Fire Station 31 Standard PM				
Quantity	Туре	Manufacturer	PM Frequency	
2	Rooftop Package Units	Various	QTR & ANN	
2	Exhaust Fans	Various	QTR & ANN	
	Water Heater	Various	QTR & ANN	





	EQUIPMENT QUAN	TITIES AND PM FR	EQUENCIES	
El Toyon Park Recreation Center Standard PM				
Quantity	Type	Manufacturer	PM Frequency	
1	Rooftop Package Units	Various	QTR & ANN	
2	Exhaust Fans	Various	QTR & ANN	
1	Heater	Reznor	QTR & ANN	





13.5	EQUIPMENT QUAN	ITITIES AND PM FR	EQUENCIES	
Municipal Pool Standard PM				
Quantity	Туре	Manufacturer	PM Frequency	
1	Pool Heater	Raypak	QTR & ANN	
1	Centrifugal Pump	Peerless	QTR & ANN	
	VFD	Honeywell	QTR & ANN	





	EQUIPMENT QUAN Camacho Recre	TITIES AND PM FReation Center Stan	
Quantity	Type	Manufacturer	PM Frequency
2	Rooftop Package Units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN





	EQUIPMENT QUAN Casa De Sal	ud Center Standar	
Quantity	Type	Manufacturer	PM Frequency
3	Roof top package units	Various	QTR & ANN
2	Exhaust Fans	Various	QTR & ANN





	EQUIPMENT QUAN	TITIES AND PM FR	REQUENCIES
	ublic Works Office / Br	eakroom Standard	PM Standard PM
Quantity	Туре	Manufacturer	PM Frequency
2	Rooftop Package Units	Various	QTR & ANN

EQUIPMENT QUANTITIES AND PM FREQUENCIES Public Works Maintenance Shop Standard PM				
4	Radiant Heaters	Various	QTR & ANN	
1	Exhaust Fan	Various	QTR & ANN	





	EQUIPMENT QUAN	TITIES AND PM FR	REQUENCIES
	Public Works St	orage Building Sta	ndard PM
Quantity	Туре	Manufacturer	PM Frequency
1	Rooftop Package Unit	Various	QTR & ANN



PREVENTATIVE MAINTENANCE SERVICES TO BE PROVIDED

AIR HANDLERS

FILTERS

Replace Filters (Merv 8) Quarterly

BLOWER SECTION

- Tighten all electrical connections.
- > Inspect motors and lubricate as needed.
- > inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section.
- > Measure and document supply and return air temperatures.

AUTOMATIC AND MODULATING DAMPERS

- Clean Dampers.
- > Tighten and lubricate all dampers and linkages.
- Check operation for proper movement.

CHILLED/HOT WATER AND STEAM PIPING

- Inspect piping for signs of leakage.
- Inspect insulation for signs of wear.
- > Inspect water control valves for leakage.
- > Inspect all associated gauges and thermometers for proper operation and wear.

CHILLED/HOT WATER AND STEAM PIPING

- Visually inspect coil for dirt, debris, signs of restriction and deterioration.
- Inspect coil, headers and u-bends for signs of leakage.

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if required.
- Check operation of drain lines and associated condensate pumps.
- > Verify operation of water detection alarms and modules if available.

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AIR HANDLER (CONTINUED)

CONTROLS

- Tighten all electrical connections and clean cabinets.
- Check operation of control valves.
- Check operation of Variable Frequency Drives.

GENERAL

- Tighten all access panels
- > Fill out and submit all preventative maintenance check sheets electronically.

ANNUAL SERVICES TO BE PROVIDED

Replace drive belts

EXHAUST FANS

AUTOMATIC AND MODULATING DAMPERS

- Clean dampers if applicable.
- > Tighten and lubricate all dampers and linkages if applicable.
- Check operation for proper movement.

BLOWER SECTION

- > Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- > Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section if needed.

ANNUAL SERVICES TO BE PROVIDED

Replace drive belts if applicable



CRITICAL THERMAL MANAGEMENT EQUIPMENT (DATA-AIRE)

FILTERS

- > Replace Filters (Merv 8) quarterly.
- > Check operation of filter clog switch.
- Check inlet grill for debris and clean.

BLOWER SECTION

- > Tighten all electrical connections.
- > Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage
- Check operation of fan safety switch
- Clean section

HUMIDIFICATION STEAM GENERATION (CANISTER)

- Inspect canister for signs of leakage and or cracks.
- > Inspect all water connections for signs of wear, cracks and leakage.
- Tighten all electrical connections.
- Verify operation of water makeup valve.
- Verify operation of water drain valve.
- Measure, verify and document amperage and voltage as needed.

REFRIGERATION SYSTEM

- > Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- > Inspect all insulation for wear.
- > Check liquid line sight glass for moisture indication and contamination.
- > Measure temperature difference of liquid line drier.
- > Check thermostatic expansion valve.
- Check liquid line solenoid valves.
- Measure suction line pressure and temperature.
- Measure discharge line pressure and temperature.
- Measure superheat and sub cooling.

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if required.
- > Check operation of drain lines and associated condensate pumps.
- Verify operation of water detection alarms and modules if available.

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CRITICAL THERMAL MANAGEMENT EQUIPMENT (CONTINUED)

COMPRESSORS

- Visually inspect for signs of oil/refrigeration leakage.
- > Verify oil level if applicable.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage.
- Measure supply and return air temperatures.
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure supper heat temperatures.
- > Measure compressor temperatures at head assembly.

CONTROLS

- > Test operation of emergency switch over panels if applicable.
- Check all alarm setting.
- Check all control set points.

AIR COOLED CONDENSERS

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- > Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls.
- > Tighten all electrical connections.
- Measure, verify and document amperage and voltage

GENERAL

- > Clean exterior of the equipment.
- > Tighten all access panels
- > Fill out and submit all preventative maintenance check sheets electronically.
- Log conditions locally

ANNUAL SERVICES TO BE PROVIDED

- Replace drive belts if applicable
- Clean condenser coil



MECHANICAL CHILLERS

COMPRESSORS

- Visually inspect for signs of oil/refrigeration leakage.
- > Verify oil level and pull sample to have it inspected for condition.
- Inspect for signs of unusual vibration and noise. Perform Vibration analysis if requested
- Measure, verify and document amperage and voltage

REFRIGERATION SYSTEM

- > Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- > Check liquid line sight glass for moisture indication and contamination.
- Measure suction and discharge pressures.
- Measure suction and discharge line temperature.
- Measure superheat and approach as needed.

WATER COOLED CONDENSERS IF APPLICABLE

- Check interconnecting condenser water piping for signs of leakage.
- Inspect all insulation for wear.
- > Check operation of low ambient controls if applicable.
- > Inspect all associated gauges and thermometers for proper operation and wear.
- Measure the Temperature Differential across the condenser to determine condenser fouling.
- Exercise and lubricate valves as needed.

ANNUAL SERVICES TO BE PROVIDED

- Condenser Tube Brushing including barrel head removal
- Pull and clean strainer.
- > Change Oil per manufacture recommendations.

CONTROLS & ELECTRICAL

- Check operation supply water controller.
- Verify operation of safety devices such as:
- Water flow proofing.
- > Freeze protection.
- Oil Safety.
- Refrigeration safety.
- Check all control set points
- > Inspect and tighten electrical connections.
- Check and inspect the Variable Speed Controller or Variable Frequency Drive if applicable.



MECHANICAL CHILLERS (CONTINUED)

CHILLED WATER PIPING

- Inspect chilled water piping for signs of leakage.
- Inspect insulation for signs of wear.
- > Inspect all associated gauges and thermometers for proper operation and wear.
- Exercise and lubricate valves as needed.

GENERAL

- Tighten all access panels.
- Inspect and tighten all electrical connections.
- > Fill out and submit all preventative maintenance check sheets electronically.
- Clean exterior of equipment.
- Grease motor as needed.
- Inspect and tighten electrical connections.
- Measure, verify and document amperage and voltage.
- Clean exterior of equipment.
- Pull and clean Y-Strainer as needed.

BUILT UP SYSTEM

FILTERS

Replace Filters (Merv 8) quarterly.

BLOWER SECTION

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- > Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- > Clean blower section.
- > Measure and document supply and return air temperatures.

AUTOMATIC AND MODULATING DAMPERS

- Clean Dampers.
- Tighten and lubricate all dampers and linkages.
- Check operation for proper movement.

COMPRESSORS

- Visually inspect for signs of oil/refrigeration leakage.
- Verify oil level and pull sample to have it inspected for condition.
- > Inspect for signs of unusual vibration and noise. Perform Vibration analysis if requested
- > Measure, verify and document amperage and voltage



BUILT UP SYSTEM (CONTINUED)

REFRIGERATION CIRCUITS

- > Check refrigeration lines for signs of leakage.
- > Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- > Check thermostatic expansion valve.
- Check reversing valve
- Measure supply and return air temperatures.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure supper heat temperatures.

AIR COOLED CONDENSER

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- > Verify operation of direct drive fan motors.
- > Inspect for motors signs of unusual vibration and noise.
- > Check operation of low ambient controls.
- Tighten all electrical connections.
- Measure, verify and document amperage and voltage.

CONTROLS & ELECTRICAL

- > Check operation supply water controller.
- Verify operation of safety devices such as:
- Water flow proofing.
- > Freeze protection.
- > Oil Safety.
- Refrigeration safety.

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if required.
- > Check operation of drain lines and associated condensate pumps.
- Verify operation of water detection alarms and modules if available.



BUILT UP SYSTEM (CONTINUED)

CONTROLS

- Tighten all electrical connections and clean cabinets.
- > Check operation of control valves.
- > Check operation of Variable Frequency Drives.

GENERAL

- > Tighten all access panels
- > Fill out and submit all preventative maintenance check sheets electronically.

ANNUAL SERVICES TO BE PROVIDED

Replace drive belts

VARIABLE FREQUENCY DRIVES

ELECTRICAL COMPONENTS

- > Tighten all electrical connections.
- Check and clean heat sink.
- > Clean electrical panel.
- > Clean cabinet filter if applicable.
- Clean cooling fan and blade.
- > Inspect cooling motor for wear and bearing noise.
- Clean exterior

ANNUAL SERVICES TO BE PROVIDED

Perform and IR analysis of drive for hot spots before and after PM.

CENTRIFUGAL PUMPS

CHILLED, CONDENSER LOOP, RECIRCLUATION AND HOT WATER PUMPS

- > Visually inspect seal for signs of leakage.
- Visually inspect pump coupling
- Inspect insulation for signs of wear.
- Inspect piping for signs of leakage.
- Inspect all associated gauges and thermometers for proper operation and wear.
- > Inspect for signs of unusual vibration and noise. Vibration analysis if requested
- Grease motor and bearing assembly as needed.
- Inspect and tighten electrical connections.
- > Measure, verify and document amperage and voltage.
- Clean exterior of equipment.

ANNUAL SERVICES TO BE PROVIDED

Remove and clean strainers



SPLIT SYSTEM AIR HANDLERS

FILTERS

Replace Filters (Merv 8) quarterly.

BLOWER SECTION

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- > Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section if needed.
- Measure and document supply and return air temperatures.

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Add ammonia biocide treatment to optimize drainage flows and prevent biological contamination if needed.
- Check operation of drain lines and associated condensate pumps if applicable.
- Verify operation of water detection alarms and modules if available.

ELECTRICAL PANEL / CONTROLS

> Tighten all electrical connections and clean cabinets.

GENERAL

> Tighten all access panels

ANNUAL SERVICES TO BE PROVIDED

- Replace drive belts if applicable
- Clean evaporator coils if needed



SPLIT SYSTEM CONDENSING UNIT

ELECTRICAL PANEL / CONTROLS

- Check & tighten all electrical connections and clean cabinet.
- > Check all safety set points
- > Check control set points

REFRIGERATION CIRCUITS

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- > Check thermostatic expansion valve.
- > Check reversing valve
- Measure supply and return air temperatures.
- > Inspect for signs of unusual vibration and noise.
- > Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure super heat temperatures.

ANNUAL SERVICES TO BE PROVIDED

Clean Condenser coils

AIR COMPRESSORS & AIR DRIERS

MOTOR SECTION

- Tighten all electrical connections.
- > Inspect motors and lubricate as needed.
- > Inspect all drive belts for wear and cracks, adjust as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage.
- Clean blower section.

AUTOMATIC BLOWDOWN, CANISTERS AND FILTERS

- Exercise blowdown devise (Automatic or Manual)
- > Check operation
- > Clean condenser on Air Drier

ANNUAL SERVICES TO BE PROVIDED

- Replace drive belts.
- Clean Condenser coil on air dryer

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DOMESTIC WATER HEATERS-GAS

GAS AND WATER PIPING

- Visually inspect piping system and associated components.
- Check for signs of leakage.

BURNER SECTION

Check for proper flame operation.

SAFETY DEVICES AND CONTROLS

- Check operation of controller.
- Check operation of gas valves.
- Check all control set points.
- > Verify operation of associated safety devices including:
- > Flame failure detection system.
- > Inspect igniters and check operation.
- Inspect flame sensors and check operation.
- Inspect low water cut off.

FLUE AND VENT PIPING

- Inspect for soot, corrosion and leaks.
- Inspect vent cap.

ELECTRICAL

- Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- > Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.

GENERAL

- Clean exterior of the equipment.
- > Tighten all access panels



DOMESTIC WATER HEATERS-ELECTRIC

WATER PIPING

- Visually inspect piping system and associated components.
- Check for signs of leakage.

SAFETY DEVICES AND CONTROLS

- Check operation of controller.
- Check all control set points.
- > Verify operation of associated safety devices including:
- Flame failure detection system.
- > Inspect low water cut off if applicable

ELECTRICAL

- > Tighten all electrical connections.
- > Inspect electrical components for signs of overheating.
- > Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.

GENERAL

- Clean exterior of the equipment.
- > Tighten all access panels

COOLING TOWER BAC

BLOWER ASSEMBLY

- Lubricate all bearings.
- > Check fan belts for wear, alignment and proper tension.
- Inspect all mounting bolts.
- > Check sheave for wear and alignment
- Check housing for corrosion and wear.
- > Check blower wheel for proper balance, dirt accumulation, corrosion and wear.
- Inspect bearings for excessive wear.
- Grease bearings

SPRAY/DRIFT ELIMINATORS

- Inspect for corrosion.
- > Inspect for accumulation of scale and algae growth.
- Make recommendations as required.



COOLING TOWERS (CONTINUED)

COOLING TOWER SUMP, TUBE BUNDLE, BAFFLES & SPRAY NOZZLES

- Inspect for corrosion.
- Inspect float valve for proper operation and adjust as needed.
- > Inspect float valve for corrosion.
- Inspect spray nozzles for restrictions and leakage.
- Check drain for obstructions.
- Inspect overflow for obstructions.

CONTROLS

- Tighten all electrical connections and clean cabinets.
- Check operation of control valves if applicable.
- Measure, verify and document amperage and voltage.

COOLING TOWER BASIN, AND EXTERIOR

- Inspect basin for corrosion.
- Inspect exterior for corrosion.
- > Inspect all wells, hubs and seams for signs of leakage and or corrosion.
- Annual written report of current equipment conditions with recommendations will be generated.

ANNUAL SERVICES TO BE PROVIDED

- Replace drive belts.
- Power spray drift eliminators and inside of tower.
- Remove and clean sump strainer after power spraying.
- Clean sump annually.

BOILERS

FILTERS

Replace with new if required.

GAS AND WATER PIPING:

- Visually inspect piping system and associated components.
- Check for signs of leakage.

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BOILERS (CONTINUED)

ELECTRICAL & CONTROLS

- > Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- Visually inspect all electro-magnetic components such as relays and contactors.
- > Measure voltages as needed.
- Measure amperage as needed.
- Check operation of thermostats
- Verify thermostat programming
- Check all control set points
- Measure, verify and document amperage and voltage.

SAFETY DEVICES AND CONTROLS

- Check operation of temperature controller.
- Check operation of gas valves.
- Check all control set points.
- Verify operation of associated safety devices including:
 - Flame failure detection system.
 - o High Limit
 - Low water
 - o Air proofing switch.
 - Pressure relief valve

BURNER SECTION

- Check for proper flame operation.
- > Igniters (Spark & Hot Surface)
- Burners & orifices

FLUE AND VENT PIPING

- Inspect for soot, corrosion and leaks.
- Inspect vent cap.

GENERAL

- Clean exterior of the equipment.
- > Tighten all access panels
- > Check all gauges
- Check Delta T across Heat exchanger

START UP

- Check operation of all associated system components.
- > Startup boilers as per manufacturer recommendations.



BOILERS (CONTINUED)

ANNUAL SERVICES TO BE PROVIDED BURNER SECTION

- Disassemble, clean and inspect burner assemblies.
- Brush and inspect blower if applicable.
- > Inspect and clean the Heat Exchanger
- Check main & manifold gas pressures.

WALK-IN REFRIGERATOR/FREEZER

EXTERIOR-CLEANING

Clean exterior unit if needed

INTERIOR

- Check and clean the inlet of the evaporator coil.
- Check and clean drain pan and drain line.

EXTERIOR

- Check door spring and closers.
- Check door heaters
- Verify the integrity of the door gasket and sweep material.

REFRIGERATION SYSTEM

- Check refrigeration lines for signs of leakage.
- Check and adjust copper refrigerant tubing to prevent rubbing as needed.
- Inspect all insulation for wear.
- Check liquid line sight glass for moisture indication and contamination if applicable.
- Measure temperature difference of liquid line drier if applicable.
- > Check metering device such as thermostatic expansion valve as needed
- Measure suction line temperature as needed.
- Measure discharge line temperature as needed.
- Measure superheat and sub-cooling as needed.



WALK-IN REFRIGERATOR/FREEZER (CONTINUED)

ELECTRICAL & CONTROLS

- Tighten all electrical connections.
- Inspect electrical components for signs of overheating.
- Visually inspect all electro-magnetic components such as relays and contactors.
- Measure voltages as needed.
- Measure amperage as needed.
- > Check operation of thermostats
- Verify thermostat programming
- > Check all control set points
- Measure, verify and document amperage and voltage.

ROOF TOP PACKAGE HEAT PUMP

FILTERS

Replace Filters (Merv 8) quarterly.

CONTROLS

- Check & Tighten all electrical connections and clean cabinets.
- Check all safety set points
- Check control set points

BLOWER SECTION

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- > inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- > Measure, verify and document amperage and voltage
- Clean blower section including bearings and bearing assembly.

REFRIGERATION CIRCUITS

- Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- > Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check reversing valve
- Measure supply and return air temperatures.
- > Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure supper heat temperatures.

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ROOFTOP PACKAGE HEAT PUMP (CONTINUED)

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- > Check operation of drain line

ROOF TOP PACKAGE HEAT PUMP-Continued

AIR COOLED CONDENSERS

- > Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- Inspect all insulation for wear.
- > Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- Check operation of low ambient controls if applicable
- Measure, verify and document amperage and voltage

GENERAL

- Clean exterior of the equipment.
- > Tighten all access panels

ANNUAL SERVICES TO BE PROVIDED

- Clean Evaporator & Condenser Coils
- Replace drive belt if applicable

ROOF TOP GAS PACKAGE

FILTERS

Replace Filters (Merv 8) quarterly.

CONTROLS

- > Check & Tighten all electrical connections and clean cabinets.
- > Check all safety set points
- Check control set points

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ROOFTOP GAS PACKAGE (CONTINUED)

BLOWER SECTION

- Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- Measure, verify and document amperage and voltage
- Clean blower section including bearings and bearing assembly.

REFRIGERATION CIRCUITS

- > Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Measure supply and return air temperatures.
- Inspect for signs of unusual vibration and noise.
- Measure, verify and document amperage and voltage
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure supper heat temperatures.

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Check operation of drain line

AIR COOLED CONDENSERS

- Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- > Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- > Check operation of low ambient controls if applicable
- Measure, verify and document amperage and voltage



ROOFTOP GAS PACKAGE (CONTINUED)

SAFETY DEVICES AND CONTROLS

- Check operation of temperature controller.
- > Check operation of gas valves.
- Check all control set points.
- Verify operation of associated safety devices including:
 - o Flame failure detection system.
 - o High Limit
 - o Low water
 - o Air proofing switch.
 - o Pressure relief valve

BURNER SECTION

- Check for proper flame operation.
- Igniters (Spark & Hot Surface)
- Burners & orifices

FLUE AND VENT PIPING

- Inspect for soot, corrosion and leaks.
- > Inspect vent cap.

GENERAL

- Clean exterior of the equipment.
- > Tighten all access panels

ANNUAL SERVICES TO BE PROVIDED

Clean Evaporator & Condenser Coils

ROOF TOP PACKAGE VAV

FILTERS

Replace Filters (Merv 8) quarterly.

BLOWER SECTION

- > Tighten all electrical connections.
- Inspect motors and lubricate as needed.
- > Inspect all drive belts for wear and cracks, adjust and replace as needed.
- Inspect drive sheaves for wear and grooving.
- > Inspect all blower assemblies, check for wear, debris and lubricate bearings as needed.
- > Measure, verify and document amperage and voltage
- > Clean blower section including bearings and bearing assembly.

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ROOFTOP PACKAGE VAV (CONTINUED)

REFRIGERATION CIRCUITS

- > Check refrigeration lines for signs of leakage.
- Adjust copper refrigerant tubing to prevent rubbing.
- Inspect all insulation for wear.
- > Check liquid line sight glass for moisture indication and contamination.
- Measure temperature difference of liquid line drier.
- Check thermostatic expansion valve.
- Check liquid line solenoid valves.
- Measure supply and return air temperatures.
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure supper heat temperatures.

CONDENSATE DRAIN SYSTEM

- Clean and flush drain pan and associated piping.
- Check operation of drain lines

COMPRESSORS

- Visually inspect for signs of oil/refrigeration leakage.
- Verify oil level if applicable.
- Inspect for signs of unusual vibration and noise.
- > Measure, verify and document amperage and voltage.
- Measure suction line temperatures.
- Measure discharge temperatures.
- Measure supper heat temperatures.
- Measure compressor temperatures at head assembly.

CONTROLS

- > Check & Tighten all electrical connections and clean cabinets.
- Check all safety set points
- Check control set points

AIR COOLED CONDENSERS

- > Inspect coils for debris and dirt and clean as needed.
- Check refrigeration lines for signs of leakage.
- > Inspect all insulation for wear.
- Verify operation of direct drive fan motors.
- Inspect for motors signs of unusual vibration and noise.
- > Check operation of low ambient controls if applicable
- Measure, verify and document amperage and voltage



ROOFTOP VAV PACKAGE (CONTINUED)

GENERAL

- Clean exterior of the equipment.
- > Tighten all access panels
- > Fill out and submit all preventative maintenance check sheets electronically.
- > Log conditions locally

BI ANNUAL SERVICES TO BE PROVIDED

Replace drive belts

ANNUAL SERVICES TO BE PROVIDED

Clean Evaporator & Condenser Coils

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC., WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS, FOR THE NOT-TO-EXCEED AMOUNT OF \$170,412 TO PROVIDE HEATING, VENTILATING, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES FOR CITY FACILITIES

WHEREAS, on April 6, 2017, the Engineering and Public Works Department issued a Request for Qualifications ("RFQ") for facilities maintenance support services for heating, ventilating, and air conditioning ("HVAC") services, and received two responses from two qualified contractors by the May 8, 2017 deadline; and

WHEREAS, based on the strength of their submittals and interview performance, staff recommends executing a one-year Agreement with Countywide Mechanical Systems, Inc., with the option for two one-year extensions, for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a one-year Agreement with Countywide Mechanical Systems, Inc., with the option for two one-year extensions, for a not-to-exceed amount of \$170,412 to provide HVAC maintenance and repair services for City facilities.

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor
Michael R. Dalla, City Clerk	
APPROVED AS TO FORM:	
Angil P. Morris-Jones	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017 AGENDA ITEM NO.:

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Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent.

PREPARED BY: Javier Carcamo, Financial Services Officer
PHONE: 619-336-4331

DEPARTMENT: Finance
APPROVED BY:

EXPLANATION:

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For fiscal year 2018, the calculated property tax rate is 0.79 cent per \$100 of assessed value. This is a 10.2% reduction from the prior year rate of 0.88 cent and the 7th consecutive tax rate reduction since fiscal year 2011. The total tax rate reduction since fiscal year 2011 is approximately 44.23%.

Mari DIE

FINANCIAL STA	ATEMENT:	APPROVED:	Man Lawer	FINANCE
ACCOUNT NO.		APPROVED:		MIS
NA				
ENVIRONMENT	AL REVIEW:			
This is not a proj	ect and, therefore, not su	bject to environmental review.		
	INTRODUCTION	FINAL ADODTION		
ORDINANCE:	INTRODUCTION	FINAL ADOPTION		

STAFF RECOMMENDATION:

Adopt the resolution, reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2018 from 0.88 cent per \$100 of assessed valuation to 0.79 cent.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

- 1. General Obligation Bond Tax Rate Computation for fiscal year 2018
- 2. Resolution

General Obligation Bond Debt Service (Fund 259) Tax Rate Computation for Fiscal Year 2018

National City				Fund No.	6065-50
Secured Valuation Unsecured Valuation	Rate per \$100 0.0079200 0.0088200	Assessed Valuation 3,643,561,451 211,258,407	FY17/18 Est. Revenue 288,570 18,633	PY Rate Change:	10.2041%
HO Exemption		29,164,800	307,203	-	
1 Net Secured Valuation 3 Less Delinquency Allowance		3,643,561,451		Amount to be raised Unsecured HOPTR	305,360
4 Net after Delingency 5 Plus HOPTR		3,643,561,451	14	Unsecured Delinquency Less Unsecured	18,260
6 Prelim Adj Secured Valuation		29,164,800 3,672,726,251	16	Redevelopment Impact Amount to be raised by Secured Taxes	287,099
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation LessRedevelopment Impact9 Anticipated Roll Corrections		3,672,726,251			
10 Adj Sec Val for Rate			18a	Tax rate times #4	284,927
Computation		3,672,726,251		Tax rate times HOPTR Secured Proof	2,281 287,207
16 Computed Rate (per \$100) 17 Plus .0001		0.00782000 0.00792000		Raised by 1/100th mil Taxes Raised	3,673 309,140

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND

Javier Carcamo

Financial Services Officer

8/1/2017

Date

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE REDUCTION OF THE PROPERTY TAX RATE FOR THE LIBRARY GENERAL OBLIGATION BOND FOR FISCAL YEAR 2018 FROM 0.88 CENT PER \$100 OF ASSESSED VALUATION TO 0.79 CENT, A DECREASE OF 10.2%

WHEREAS, in the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

WHEREAS, in April, 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1st of each of the years 2004 through 2028; and

WHEREAS, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego; and

WHEREAS, each year the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For Fiscal Year 2018, the calculated property tax rate is 0.79 cent per \$100 of assessed value. This is a 10.2% reduction from prior year rate of 0.88 cent and the 7th consecutive tax rate reduction since Fiscal Year 2011.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City National City hereby authorizes the reduction of the property tax rate for bonded indebtedness for Fiscal Year 2018 from 0.88 cent per \$100 (0.0088%) of assessed valuation to 0.79 cent per \$100 (0.0079%) of assessed valuation.

2012 GENERAL OBLIGATION BONDS: 0.79 per \$100 ASSESSED VALUE (0.0079%)

PASSED and ADOPTED this 15th day of August, 2017.

ATTEST:	Ron Morrison, Mayor	
Michael R. Dalla, City Clerk		
APPROVED AS TO FORM:		
Angil P. Morris-Jones City Attorney		

The following page(s) contain the backup material for Agenda Item: Report to City Council on services, tools, and strategies available to local government to expand existing outreach programs, and enhance or develop strategies for building and maintaining positive relationships in support of immigrants. (City Manager)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	August 15, 2017	AGE	NDA ITEM NO.
ITEM TITLE:			
existing outrea	Council on services, tools, and straction of the council on services, tools, and straction or devenues and support of immigrants. (City Man	ategies available to local government elop strategies for building and main ager)	nt to expand ntaining positive
PREPARED BY:	Leslie Deese Stacey Stevenson	DEPARTMENT: City Ma	
Please see atta	ached staff report.		
FINANCIAL STA	ATEMENT: N/A	APPROVED:	Financ
ACCOUNT NO.		APPROVED:	MIS
N/A			
ENVIRONMENT	AL REVIEW:		
N/A			
ORDINANCE:	INTRODUCTION: FINAL AD	OPTION:	
STAFF RECOM	MENDATION:		
Council Directi	on Requested		
BOARD / COMI	MISSION RECOMMENDATION:		
N/A			

ATTACHMENT			
 Staff Report Summary 	ort of Statewide Human Relations Cor	mmissions (as of July 2017)	
		blication, Local Options for Protectin	ng Immigrants

Report to City Council on services, tools, and strategies available to local government to expand existing outreach programs, and enhance or develop strategies for building and maintaining positive relationships in support of immigrants

On June 20, 2017, the City Council directed staff to prepare a report for the August 15, 2017 City Council meeting on mechanisms that are available to local government to meet and support immigrant needs. The Council also requested that staff provide a summary of human relations commissions statewide.

This report discusses (a) strategies and programs that are currently in place in the City of National City, including efforts by the city, school districts, elected officials, and the region; (b) immigration-related service providers that are available to individuals or organizations seeking immigration services; (c) tools and strategies used by other cities or counties to help build and maintain positive relationships with the community in support of immigrants.

Background

The discussion of how best to develop strategies to assist immigrants has been in the forefront of many communities across the nation. Local governments use a variety of strategies to assist and engage their residents in civic life through information, services and programs. National City is no exception.

National City's rich ethnic diversity defines our city. Based on the 2010 Census, National City is 63% Hispanic, 18% Asian, 12% White, 5% Black, and 2% defined as Two or More Races. The City Council and staff have partnered with the community to ensure our programs and policies foster an inclusive and compassionate community for all of our residents.

Before discussing the services that other cities provide to their communities, it's important to first highlight what is happening within National City, including the efforts by our schools, elected officials, and notably, the city itself.

City Programs

- Bilingual Support: Bilingual capacity is an essential part of all city operations and demonstrates National City's commitment to making its services and outreach accessible to residents who may not be fluent in English. One out of every 3.83 city employees is bilingual, with 1 out of every 4.26 city employees fluent in Spanish and 1 out of every 38.37 city employees fluent in Tagalog.
- Simultaneous Interpretation Services: Interpretation is provided at City
 Council meetings and workshops. For the past 15 years, National City has
 provided simultaneous interpretation services for Spanish speaking residents.
 The services are also provided at Neighborhood Council meetings as requested

or as needed.

- Interpretation Services: Interpretation services are provided at City Council
 meetings and workshops. Since February 2017, as part of a one-year pilot
 program, National City provides a certified interpreter to interpret a Spanish
 speaker's comments to English for the City Council and public, and interpret the
 Council's comments back to Spanish for the speaker.
- Translation Services: National City utilizes the services of a certified translator to translate selected written forms, special event flyers, applications, and instructions into Spanish to assist our Spanish speaking residents.
- Website uses Google Translate: With the most recent upgrade in 2017, National City's website now functions in over 100 languages, including Spanish and Tagalog, two of the languages that are widely spoken in National City. The cost for Google Translate was a one-time fee of \$1,000.
- City Council Resolution 2017-101: The resolution, adopted on June 19, 2017, supports creating a "Compassionate Community" for all residents and visitors. The resolution also supports California Senate Bill No. 54 (de León), the California Values Act. As of the time of this writing, the bill is in the Assembly Committee on Appropriations, and if adopted, would provide protection for undocumented immigrants and ban the use of state and local resources for mass deportations.
- Free U.S. Citizenship Classes: The National City Public Library, in partnership
 with the Jewish Family Service of San Diego (JFS), recently began offering free
 U.S. Citizenship classes. The classes are facilitated by JFS instructors and
 conducted as a ten-week program.
 - The first class went from May 16 through July 25 and met twice a week. This class began with 10 students and finished with 7.
 - The second and current class began July 13 and will conclude September 14. It also meets twice a week. This class began with 16 students.

Future classes beyond September 2017 have not yet been scheduled as JFS is awaiting confirmation of continued funding from the United States Citizenship and Immigration Services (USCIS). If funding is maintained, the Library will continue to work with JFS to provide additional classes.

In addition to the Citizenship Classes, the Library also offers on an ongoing basis through the Literacy program, a one-on-one tutoring program for learners who need a little more individual guidance and attention than a multi-student class can provide. These in-house, one-on-one classes are facilitated by the Library's own literacy tutors.

Both programs have the same goal: to prepare the learners to pass the citizenship test and interview. They both go more in-depth than just memorizing the answers to the questions; they give the learner the background information to understand the questions and what their answers mean. Through both programs, learners receive study guides and other useful materials.

- English as a Second Language (ESL) Program. The National City Public
 Library is currently developing a pilot ESL program designed to introduce nonEnglish speaking adults to the English language. While still in the research
 phase, staff is meeting with other library ESL programs to determine metrics and
 examining their curriculum and materials. We expect the research process to
 take approximately 4 to 6 months and hope to launch the pilot project in 2018.
- Literacy Program. The National City Public Library's literacy grant from the State Library is geared toward helping English-speaking learners improve their reading, writing, and math skills. Learners are adults who either have limited English skills or who read below the 8th grade equivalency level and attend the program for goals such as passing the citizenship exam or driving test, finding better employment opportunities, or improving the quality of their daily lives.
- Police Chief's Letter to the Community. A March 9, 2017 letter from the Chief
 of Police to community members and business leaders seeks to reassure all
 residents that the National City Police Department will continue to concentrate on
 crime and their efforts will not emphasize immigration violations normally
 enforced by federal agencies. The Chief's message reiterates the Police
 Department's goal as one that continues to build trust and nurture police
 legitimacy with our community.

National School District Programs

The National School District (NSD) serves a richly diverse student population of over 6,700 students. The majority of the students in the district are Hispanic. Approximately 57% of the students are English Language Learners, and the vast majority are Spanish speakers. The NSD provides language and literacy programs for students through the Bilingual Program option as well as through a variety of other programs, including:

- Bilingual Education
- Newcomer Classes
- Spanish/English Translation Classes (grades kindergarten through 2nd)
- Kimball Elementary Dual Language School (50:50 English-Spanish)
- English Classes to adults at Rancho de la Nacion
- English Learners Advisory Committee holds monthly meetings with parents and teaches how the school system works

Sweetwater Unified High School District Programs

The Sweetwater District has grown to more than 42,000 students in grades 7 through 12 and more than 32,000 adult learners. The District's 32 campuses are located in the cities of National City, Chula Vista, Imperial Beach, and San Diego, including the communities of Bonita, Eastlake, Otay Mesa, San Ysidro and South San Diego. California's richness in cultural, linguistic and economic diversity is reflected in Sweetwater's student population, which includes Hispanic, Filipino, African-American, Asian and other ethnicities. Approximately half of Sweetwater's students speak a language other than English at home. Below is a sampling of programs that are offered through the District.

- Translation and Interpretation services are available for school site and districtlevel meetings in order to offer parents and community members' equal access to pertinent information.
- English Learner Master Plan (ELMP) reflects the District's commitment to their English Learner students, including students with special needs, immigrant, migrant, refugee, and students with limited or interrupted formal education. Please note the ELMP is currently in the public review/comment phase.
- District-level English Learner Advisory Committee (DELAC) parent group meets monthly to advise the local governing board on programs and services for English Learners. The DELAC assists in developing and providing input in establishing district programs and goals for English Learners and their needs.
- District Parent Advisory Council (DPAC) consists of parents who are elected to advise the district governing board on the Local Control Accountability Plan and on Title I programs and services available for their students in order to achieve academic success.

School Board Actions

The School Districts in charge of the safety and security of the schools located within National City have taken specific actions to advocate for the protection of their students. Such actions include:

- Sweetwater Union High School District Board of Trustees adopted Resolution No. 4468 advocating for and protecting each of the District's students (December 12, 2016).
- National School District Governing Board adopted Resolution No. 16-17.21 advocating for and protecting each of the students of National School District (January 25, 2017).
- The Southwestern Community College District Governing Board adopted several resolutions, including: Resolution No. 1992 Upholding the Civil Rights of All Residents (January 10, 2017); Resolution No. 1885 Supporting Executive Actions on Immigration (April 15, 2015); and Resolution No. 1796 Supporting a

Reasonable and Humane Approach to Reforming the Current Immigration System (April 10, 2013).

Informational Workshops, Forums, and Legislation related to Immigration

Immigration forums and workshops have been held by elected officials and organizations in several cities and counties throughout California, including San Diego County and the South Bay.

- The American Civil Liberties Union (ACLU) San Diego/Imperial is hosting a community briefing at Sweetwater Union High School on Monday, August 28, 2017 from 6:00-8:00 pm for participants to learn how to defend immigrants' rights.
- Congressman Juan Vargas held an immigration forum on July 10, 2017 in San Diego's Sherman Heights neighborhood, to discuss immigrant rights, naturalization, the Deferred Action for Childhood Arrivals (DACA) program, and deported veterans.
- The Mexican Consul in San Diego hosted an informational workshop in National City on April 8, 2017 on changes in immigration law, immigrant rights, and the DACA program. Representative agencies included the Philippines Consul in San Diego, National City's Mayor, and the San Diego District Attorney's Office.

In recent years, there have been a number of laws passed in California to assist immigrants, such as Assembly Bill 60, a bill signed into law in 2015 that allows individuals without legal residency to obtain a driver's license. In 2017, California legislators have proposed a number of immigration measures, including those that would extend state-paid health coverage to undocumented immigrants and offer more protection against deportation, ban the use of state and local resources for mass deportations, and increase access to temporary federal visas for victims of certain crimes (U visa).

In April 2017, the California Latino Legislative Caucus presented their 2017 priorities and priority legislation, many of which are centered on immigrants, families, health care, and jobs. Senator Ben Hueso and Assemblywoman Lorena Gonzalez Fletcher, both of whom represent National City, are the current chair and vice chair of the Latino Caucus.

Lastly, California's Fiscal Year 2017-18 budget funds several measures that benefit immigrants.

Section I. Immigration-related Service Providers

There are numerous national, state and local resources that provide a wide range of services for both individuals and communities to help educate and inform people about immigration services and individual rights, offer free legal help, and provide advocacy

services. Community-based organizations, faith-based organizations, churches, volunteer groups, charities, and other formal and informal support networks also provide a critical support system to many immigrants.

Listed alphabetically is a sampling and brief description of some of the many resources and organizations that are available.

 Alliance San Diego. A non-profit, non-partisan 501(c)(3) whose mission is to provide a means for diverse individuals and organizations to share information, collaborate on issues and mobilize for change in the pursuit of social justice, especially in low-income communities and communities of color.

In July 2017, Alliance San Diego unveiled a campaign to help DACA recipients and undocumented immigrants. The program, *Ready Now San Diego*, provides free legal screenings for individuals seeking immigration services.

Membership Fee: No membership fees; accepts donations

American Civil Liberties Union (ACLU) San Diego/Imperial. A non-partisan
organization that fights for individual rights and fundamental freedoms for all
through education, litigation, and policy advocacy. ACLU issues include
immigrant rights, racial justice, criminal justice and drug policy, LGBTQ rights,
religious liberty, education equity, police practices, reproductive justice, free
speech, privacy and technology, voting rights, and youth rights.

Membership Fee: \$35 annually

 <u>California Immigration Policy Center (CIPC)</u>. Promotes and protects safety, health and public benefits and integration programs for immigrants, by combining legislative and policy advocacy, strategic communications, organizing and capacity building to pursue its mission.

Membership Fee: \$100 Annually

• <u>iAmerica</u> A national campaign driven by diverse organizations, iAmerica was created to offer informational tools and interactive opportunities for immigrants and their families to become full participants in our nation's democracy. Some of the many partners include National Association of Latino Elected and Appointed Officials (NALEO), Immigration Advocates Network, National Immigration Law Center, Service Employees International Union (SEIU), Catholic Legal Immigration Network, Inc., National Federation of Filipino American Associations, Alliance of South Asian American Labor, National Hispanic Christian Leadership Conference, and National Immigrant Justice Center. There are also numerous state and local partners, media partners, and consulates.

Membership Fee: No membership fees; accepts donations

Immigrant Legal Resource Center (ILRC). A national nonprofit resource center that provides immigration legal trainings, technical assistance, and educational materials, and engages in advocacy and immigrant civic engagement to advance immigrant rights. Their mission is to work with and educate immigrants, community organizations, and the legal sector to continue to build a democratic society that values diversity and the rights of all people.

Membership Fee: No membership fees; accepts donations

 Institute for Local Government (ILG). A nonprofit, 501(c)(3) research arm of the League of California Cities. ILG promotes good government at the local level with practical, impartial and easy-to-use resources for California communities. ILG has been working with cities to help engage and integrate immigrant communities for over ten years.

Membership Fee: ILG is not a membership organization so there is no charge to join. Resources/publications are free for cities to use.

 <u>Legal Aid Society of San Diego (LASSD)</u>. A nonprofit law firm that provides free legal services to lower income San Diego residents, and provides a wide range of immigration services for both individuals and communities. The firm is funded by the government (city, county, state and federal), as well as endowments and charities.

Membership Fee: No membership fees; accepts donations

 <u>National Immigration Law Center (NILC)</u>. Headquartered in Los Angeles, NILC is a non-membership organization exclusively dedicated to defending and advancing the rights of immigrants with low income. Their work is supported by foundation grants, publications and training revenue, attorney fees and donations.

Membership Fee: No membership fees; accepts donations

 <u>National Immigration Project of the National Lawyers Guild (NIPNLG)</u>. A national non-profit organization that provides technical assistance and support to community-based immigrant organizations, legal practitioners, and all advocates working to advance the rights of noncitizens.

Membership Fee: \$200 annually

San Diego Immigrant Rights Consortium (SDIRC). A project of Alliance San Diego. Since 2007, community, faith, labor, and legal organizations have come together as the Immigrant Rights Consortium. Through the Consortium, these organizations are pursuing four common goals: (1) support comprehensive immigration reform; (2) stop the spread of local policies and practices that target

and violate the civil and human rights of immigrants; (3) educate immigrants about their rights and the legal and other resources available to them; (4) educate the public about the important contributions of immigrants and counter the myths and misstatements made about immigrants.

Approximately 40 organizations belong to the Consortium, including Alliance San Diego; American Civil Liberties Union of San Diego & Imperial Counties; American Immigration Lawyers Association – San Diego Chapter; California Immigrant Policy Center; Casa Familiar; MAAC Project; Partnership for the Advancement of New Americans; 2-1-1 San Diego; and Southern California Immigration Project.

Membership Fee: \$100 - \$200 annually depending on an organization's ability to pay

San Diego Organizing Project (SDOP). An interfaith, multicultural organization representing 31 communities and congregations and over 70,000 families. SDOP's mission is the development of civic leadership through local community organizing work to improve communities, create public policy, and defend the public good by building constituencies of active participants in the public business of cities, county, state, and federal government. Their process is based on a model of community organization and works bottom up, focusing its efforts and resources on issues that emerge from local communities.

Membership Fee: No membership fee; accepts donations

• <u>2-1-1 San Diego</u>. Serves as a nexus to bring the community (organizations) together to help people efficiently access appropriate services, and provide vital data and trend information for proactive community planning.

Membership Fee: \$11,716.40 annually (National City is already a member)

Welcoming America Network. A non-profit, non-partisan organization network
that works across multiple sectors, such as government, business, and nonprofit, to create inclusive policies and practices. Membership provides access to
government leaders across the nation who are creating immigrant-friendly,
welcoming communities.

Membership Fee: \$200 annually

In addition to the organizations that are available to assist individuals with immigration-related questions and services, the Mexican Consulate in San Diego also provides information and services to Mexican immigrants who are in the United States. In November 2016, the Mexican government instructed its embassy and consulates in the U.S. to increase measures to protect Mexican immigrants. The measures include a 24-hour hotline that will allow people to report harassment and immigration raids.

Section II. Tools and strategies for building and maintaining positive relationships in support of immigrants

This section of the report provides tools and strategies used by other agencies to help build and maintain positive relationships in support of immigrants, and includes a summary of human relations commissions statewide.

- City of Brawley, California (pop. 26,928). The City of Brawley fosters an inclusive, welcoming environment for all its residents. On matters of major significance, the city provides simultaneous translation of public meetings in Spanish using professional interpreters and sound equipment on loan from San Diego State University's Imperial Valley campus. The city also partners with the Mexican Consulate, based in El Centro, to offer mobile services at a city facility in Brawley. This effort provides assistance to Mexican nationals on a wide range of needs, including Mexican passports and consular IDs: birth certificates, information on immigration, family, civil and penal law, education and scholarships. The mobile consulate brings services to an easily accessible location and encourages resolution of issues commonly affecting local residents. The city acts as a co-convener, waives its usual insurance requirement and provides in-kind staff support for the event in a community room at the city library.
- City of Chula Vista, California (pop. 267,172). In 2017, the city (a) joined the
 Welcoming America Network; (b) created a human relations commission as a
 resource for ongoing collaboration to review and enhance communication efforts;
 and (c) approved a communications plan to increase awareness of city policies
 regarding immigration, identify available immigration services and city services,
 and engage the human relations commission efforts.
- City of Mountain View, California (pop. 77,846). The city launched a Spanish Language Civic Leadership Academy as a pilot project. Over 21 percent of Mountain View's population and 41 percent of its students come from Hispanic families. The Leadership Academy's goal is to improve residents' understanding of government and city services and increase civic engagement, leadership and volunteerism in the city. Working with the community, the city identified the topics to be covered, and city staff helped design and facilitate the eight-session curriculum. Participants in the pilot:
 - Learn how Mountain View's city government functions;
 - Gain a basic understanding of services and programs provided by each department;
 - Meet elected officials and staff;
 - Learn how residents can become engaged and involved in issues that affect their community;
 - Get to know their neighbors; and

Serve as role models and a resource for other community residents.

Participants who complete the academy program also learn how to obtain a business license, report a crime, access city services and inform local decision-making processes. The pilot's budget of \$4,000 came from the city's General Fund.

- City of Oakley (pop. 40,622). You, Me, We = Oakley! is a multi-sector collaboration coordinated by the city. The program creates opportunities for its diverse residents to come together, better understand one another, appreciate each other's stories and recognize their common desire to build a stronger, safer and more vibrant community. The city and their schools, businesses, faith congregations and community-based organizations collaborated to create the program. Its initiatives include police-community youth sporting events, citizenship workshops in partnership with community-based organizations and an advisory committee that addresses the needs of English-language learners and their families. In addition to in-kind and other indirect cash funding from the city, Oakley received approximately \$500,000 in grant funding from organizations such as Welcoming America to help fund their efforts.
- City of San Jose, California (pop. 1,025,000). The city recently developed a
 three-year plan for Civic, Economic, Linguistic, and Social Integration, intended
 to build upon the strengths and contribution of the immigrant community and to
 connect the immigrant community, the receiving community, community partners,
 and local government. The city also implemented a communications campaign
 to inform immigrants about their rights, working with schools to create "safety
 plans," and reducing restrictions to allow churches to provide sanctuary to
 undocumented residents in the event of deportation sweeps.
- City of Tucson, Arizona (pop. 530,706). In 2016, the city partnered with Cities for Citizenship, a national group whose aim is to help immigrants obtain citizenship through government programs. The city partners with private and public organizations to help applicants through the citizenship process and assists the local groups offering such services as English as a Second Language and civic classes, a city hotline to answer constituents' questions about the naturalization process, connect immigrants to city and community-based services and citizenship workshops.
- City of Seattle, Washington (pop. 704,352). In 2016, the city developed an "Inclusive and Equitable City Cabinet" to implement a variety of measures, including: (a) an investment strategy for \$250,000 to address the needs of unauthorized immigrant children and family members within the Seattle public schools system; (b) develop a public awareness effort around anti-hate speech and hate crimes; (c) conduct a comprehensive review of potential implications on city departments policy or financial of new initiatives by the Trump

Administration; (d) collaborate with immigrant and refugee community stakeholders and community based organizations to identify new or expanded efforts for partnership with the city and specifically, the Office of Immigrant and Refugee Affairs; (e) develop a forum for regional coordination with cities in surrounding counties to share knowledge and information about the city's efforts; (f) develop a specific agenda and action plan for the West Coast Mayor's Summit and the U.S. Conference of Mayors to build a coalition of inclusive and equitable cities in support of immigrants and their civil rights and civil liberties.

- Human Relations Commissions. Twenty five (25) California cities report having
 active Human Relations Commissions (see Attachment 1). While there is some
 variation in the composition and duties of the Commissions, the core mission is
 consistent: to analyze issues of socio-economic discrimination, prejudice and
 inclusion (in public and private matters) within the community; identify and act as
 a conduit between the city and community partners; serve as an advisor to the
 City Council on the status of such matters and the creation of programs and
 services.
- Some cities have designed themselves as "welcoming" or "compassionate".
- Some cities have declared themselves "sanctuaries".
- Some larger-sized cities and counties, such as Seattle, Los Angeles County and Santa Clara County have established legal defense funds to aid immigrants and refugees with legal expenses.

Attached for Council's information is a copy of a report by the Immigrant Legal Resource Center (ILRC) that was originally provided to the City Council as part of a January 17, 2017 staff report. Entitled "Local Options for Protecting Immigrants," the report is a collection of city and county policies to protect immigrants from discrimination and deportation (Attachment 2).

Summary

Existing outreach efforts and actions taken by the City of National City, our schools, elected officials, and community organizations include numerous initiatives to assist and engage National City residents.

The report highlights over a dozen organizations that provide education and information services about immigration, individual rights, legal help, and advocacy. There are many more. In addition, community and faith-based organizations, churches, volunteer groups, charities, and other formal and informal support networks provide a critical support system to many immigrants. The seven agencies highlighted in the report use a variety of tools and strategies to help build and maintain positive relationships with their communities.

Lastly, it is important to note that this report is by no means comprehensive. The report is intended to provide a high-level overview of services, strategies and programs that have been implemented by other agencies.



Summary of Statewide Human Relations Commissions July, 2017

Agency	Board Name	Number of Members	Notes
			It is intended that the City Council and the Board meet at least
Alameda	Social Service Human Relations Board		7 once a year to review the performance plan.

Encourage formation of private social welfare organizations to meet the needs not already provided for and to foster worthy philanthropic enterprises; foster mutual understanding, respect, equility and good will among community groups; facilitate the provisions of social services in the community by informing private agencies of needs and areas of duplication of effort; disseminate information concerning the programs and functions of social service and regulatory agencies and to refer persons to the agencies which can best meet the needs of those persons; assess and repor to the City Council the social service needs of the people and the methods of meeting those needs; adopt a plan for the performance of the above listed functions with advice and consent of the City Council.

Chula Vista	Human Relations Commission	11	

The Commission is tasked with accomplishing, among other things: 1. The first duty of the Commission shall be to assist the City, by completing all required steps, to become a Certified Welcoming City; 2. The development of a mutual understanding and respect among all such groups in the City and to help eliminate prejudice and discrimination; 3. The establishment and maintenance of contacts with groups in the community which are concerned with protection of civil liberties of all people, resolution of conflict, and interracial and intercultural understanding, and to report to the Mayor, City Council and City Manager regarding the activities of these groups; 4. The promotion of new and improved programs of services to all local citizens in cooperation with peer boards and commissions as well as the City Manager to increase intergroup relations and harmony; 5. The encouragement of citizen participation in local government by providing a forum for discussion as a means of resolving community relationship problems; 6. The protection and strengthening of the rights of all groups to ensure the enjoyment of their constitutional privileges and the elimination thereby of prejudice, discrimination or bigotry in this community; 7. The advancement of programs to assist senior citizens in the realization and satisfaction of their needs and other social concerns; 8. The encouragement of policies and programs to fully integrate persons with disabilities into the mainstream of community life in the City; 9. The encouragement of the Mayor, City Council, City Manager and all officers, agencies, boards, departments, and employees of the City of Chula Vista take steps to enhance peace and good order, and provide equal opportunity for and good will toward all people; 10. Prepare a written report of its activities to the Mayor, City Council, and City Manager annually to include summaries of recommendation for development of policies, procedures and legislation deemed to be necessary.

Agency	Board Name	Number of Members	Notes
l Cerrito	Human Relations Commission	7	

The Human Relations Commission develops positive human relations through education, encouragement of greater respect and understanding between people, their equal opportunity rights under the law and the recognition of the racial, ethnic, religious and cultural diversity of the El Cerrito community. The purpose of the Human Relations Commission (HRC) is to initiate educational and cultural programs, promote tolerance and mutual respect between all persons. When requested by the City Council, the Commission will evaluate and make recommendations regarding discrimination charges levied against the City, upon the direction of the council. Commission members shall be generally representative of the demographics of the City including the racial, religious, age, gender, ethnic, and other groups.

raciai, religious, a	ige, gender, ethnic, and other groups		
Fremont	Human Relations Commission	9	

The functions and powers of the Human Relations Commission (HRC) shall be as follows: (1) To study any problems of prejudice and discrimination in the community and the causes thereof; (2) To work with other agencies, public and private, in developing programs to eliminate prejudice and discrimination; (3) To initiate and encourage educational and other appropriate activities which tend to promote intergroup harmony, progress and integration. For purposes of this article, "intergroup" refers to the to select people from groups of various backgrounds, taking into consideration their race, religious creed, color, national origin, ancestry, physical disability, mental disability, marital status, gender, sexual orientation, socioeconomic status, or civic interest, and people from other groups subject to prejudice and discrimination; (4) To foster mutual understanding and respect among the diverse groups of the community, and the improvement of interpersonal relations; (5) To advise the city council on all problems of local intergroup relations and to submit reports to the city council as needed; (6) To locate and anticipate potential areas of friction due to intergroup discrimination which might erupt into a breach of the peace and to consult and advise with the groups and public officials primarily involved; (7) By persuasion and conference to seek to arrive at voluntary solutions designed to discourage and prevent any and all intergroup discrimination; (8) To act in an advisory capacity to the city council in all matters relating to human services in the city of Fremont; (9) Through voluntary means to encourage coordination of all human services, public and private, and to foster communication among the providers of human services to the residents of the city of Fremont; (10) To work with other private and public agencies to ensure that adequate human services are being provided, and to strive to improve the quality of services; (11) To perform such other functions and render such other reports and recommendation

Agency	Board Name	Number of Members	Notes
Los Angeles	Human Relations Commission	11 Four Year Te	erms

The Human Relations Commission assists in assuring to all people the opportunity for full and equal participation in the affairs of City government and promotes the general welfare and safety of all residents in the Los Angeles community through activities and programs designed to reduce discrimination, tension and violence and to advance imporved inter-group relations. The Commission supports efforts to create a city free of racism and violence where residents may live and work in an environment of respect, mutual tolerance and human diversity. The Commission supervises, controls, regulates and manages an Advisory Committee, representative of the religious, racial, economic, industrial, labor and professional groups in the City; investigates and holds public hearings on matters germane to the Commission in the area of human relations; pursues and coordinates research, community education and assistance with the Human Relations Commission of the County of Los Angeles and other similar agencies.

		4=11 /	
		15 Voting/ up to 4	
Los Angeles County	Commission on Human Relations	non-voting	Monthly meetings

The commission, in its efforts to eradicate the prejudice, intolerance and discrimination based on race, religion, sex, sexual orientation, national origin, age and other arbitrary factors such as socioeconomic status, marital status, physical or mental handicaps, shall: A. Engage in research and education for the purpose of lessening and eliminating prejudice and its effects, and of fostering attitudes among the various groups within its jurisdiction which lead to civic peace and intergroup understanding; B. Develop and administer programs and plans designed to promote equal opportunity and full acceptance of all persons in the community in all aspects of community life; C. Cooperate with and assist in coordinating on a county-wide basis the work of those agencies and groups which are engaged in fostering mutual understanding and respect among all population groups in the county of Los Angeles and which are attempting to discourage discriminatory practices against any such group or any of its members; D. Cooperate with any county department in identifying and ameliorating human relations problems with which they may be concerned; E. From time to time, recommend measures, including legislation, to the board of supervisors which will serve to improve human relations within the county.

Agency	Board Name	Number of Members	Notes	
ong Beach	Human Relations Commission	13		

The Human Relations Commission will serve the following functions: 1) To provide a forum where human relations matters may be presented, discussed and evaluated for the purpose of submitting recommendations concerning said matters to the city council. Such matters may include issues relating to prejudice or discrimination in equal opportunity in employment, public accommodations, housing and education because of race, religion, national origin, age, gender, sexual orientation, or mental or physical disability; 2) To recommend programs to the city council in the areas of research and education for the purpose of lessening racial and religious prejudice and of fostering attitudes among various groups which lead to civil peace and intergroup understanding; 3) To develop and recommend programs and plans to the city council designed to promote full acceptance of all citizens in the community in all aspects of community life; 4) To recommend policies and procedures to the city council which will promote understanding and cooperation between the various departments of the city and the residents of the community, including programs relating to human relations training for city employees; 5) To recommend to the city council measures, including legislation, which will serve to improve positive human relations and the elimination of discriminatory practices.

Modesto	Human Relations Commission	7

The Human Relations Commission will function in the following: (a) Act in an advisory capacity to the City Council in matters pertaining to human relations and behavior; (b) Formulate and recommend annually to the Council a program for furthering human relations in the community; (c) Perform such other duties with respect to human relations and behavior as the City Council may prescribe by ordinance or resolution.

Mountain View	Human Relations Commission	7

The general functions of the Human Relations Commission include: acting as an advisory body to the City Council, serving as a forum for public discussion and acting as a liaison/facilitator between City government and the public on issues as they relate to respect, inclusivity and involvement.

Agency	Board Name	Number of Members	Notes	
Oxnard	Community Relations Committee	7		

The powers and duties of the community relations commission shall be as follows: (A) Analyze, define, and investigate community relations issues and needs in the city and advise the city council on matters involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit; (B) Promote mutual understanding and respect among all residents of the city and work to discourage and prevent practices involving group prejudices, racial tension, ntolerance or differences in treatment or favoritism of persons on a basis other than individual merit; (C) Disseminate information and educational materials and reports that will assist in the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit; (D) Investigate and study complaints of violations of State statutes relating to practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit in publicly assisted housing accommodations; (E) Assist various groups and agencies within the city to cooperate in educational campaigns devoted to the elimination of practices involving group prejudices, racial tension, intolerance or differences in treatment or favoritism of persons on a basis other than individual merit; (F) Cooperate with enforcement agencies to ensure that no person in the city is deprived of equal services furnished in the city by reason of violation of any State law prohibiting differences in treatment or favoritism of persons on a basis other than individual merit; (G) Cooperate with city, State, federal and other agencies in order to promote better community relations; (H) Review the current equal employment opportunity status of the city; (I) Serve as an information resource between the city council and community in matters concerning equal employment opportunity; (J) With the prior written consent of the city manager, conduct fund raising activities that improve community relations in the city and are consistent with the duties of the community relations commission; (K) Endorse community events, by resolution or proclamation approved by a majority of the members present, that improve community relations in the city and are consistent with the duties of the community relations commission; and (L) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations to the city council from time to time as the community relations commission may determine necessary to improve community relations in the city.

Agency	Board Name	Number of Members	Notes	
Palm Springs	Human Rights Commission	9		

Within the limitations provided by law, the human rights commission shall: (1) Conduct programs designed to bring groups together to close gaps resulting from past discriminatory practices and to address proactively current or ongoing intergroup tensions; (2) Mediate disagreements among individuals, groups and organizations which result from discriminatory practices within the scope of this chapter; (3) Process complaints which cannot be resolved through mediation as provided in the procedures which follow; (4) Render a semiannual written report of its activities to the mayor and council; (5) Maintain data on practices, activities, hate crimes, and other problems which are the subject of this chapter

Palo Alto Human Relat	ions Committee	7 Meetings 1/Month	

The human relations commission has the discretion to act with respect to any human relations matter when the commission finds that any person or group does not benefit fully from public or private opportunities or resources in the community or is unfairly or differently treated due to factors of concern to the commission. Factors of concern to the commission include, but are not limited to, socioeconomic class or status, physical condition or handicap, married or unmarried state, emotional condition, intellectual ability, age, sex, sexual preference, race, cultural characteristics, ethnic background, ancestry, citizenship, and religious, conscientious or philosophical belief. The commission shall conduct such studies and undertake such responsibilities as the council may direct.

Agency	Board Name	Number of Members	Notes
Pasdena	Human Relations Committee	9 Mo	nthly meetings

The commission shall: 1. Formulate ideas and suggest programs in the areas of research and education for the purpose of lessening racial and religious prejudice and of fostering attitudes among the various groups within its jurisdiction which lead to civic peace and intergroup understanding; 2. Develop and participate in plans and programs designed to promote the full acceptance of all citizens in the community in all aspects of community life, without regard to race, religion, national origin, age, sex or a minority affiliation; 3. Cooperate with and assist in coordinating on a city-wide basis the work of those community agencies engaged in fostering mutual understanding and respect among all racial, religious and cultural groups in the city, or in attempting to discourage discriminatory practices against any such group or any of its members; 4. Cooperate with the city manager and, through that office, with the various city departments in identifying and ameliorating human relations problems with which the commission may be concerned; 5. From time to time recommend measures, including legislation, to the city council which will serve to improve human relations within the city; 6. Provide a forum where human relations problems may be presented and discussed and their implications evaluated with the understanding that if such problems require corrective action the commission will transmit recommendations thereon to the city council. Human relations problems include claims of abridgements of equal opportunity in employment, housing and education because of race, religion, national origin, age, sex or a minority affiliation and intergroup conflicts, based upon any of these factors, between the police and residents of the community, and between various groups within the community; 7. Maintain close liaison with the police department through the police chief or his/her representatives and promote understanding and cooperation between the police department and residents of the community; 8. Cooperate with the police department in assuring that a sound program of human relations training is provided for new recruits, as well as current members of the department; 9. Encourage and assist representatives of the local law enforcement agencies, the judicial system and other interested community groups in developing and maintaining harmonious relationships between the law enforcement agencies and the residents of the city; 10. Formulate or recommend programs and policies for lessening prejudice, intolerance and discrimination in employment, housing and education for both the general public and the city organization.

Agency	Board Name	Number of Members	Notes
omona	Community Life Commission	7 Monthly me	eetings

The duties and responsibilities of the community life commission shall be to: (1) Promote mutual understanding and respect among various segments of the community and recommend measures which will serve to improve intergroup relations with the city; (2) Foster a city-people relationship and work with both the city government and other agencies and groups to achieve this goal; (3) Consider and recommend solutions to significant intergroup relations problems; (4) Cooperate with any city department in identifying and ameliorating human relations problems with which they may be concerned; (5) Compile current information about human needs, human resources and evaluate community programs and services designated to meet human needs and work toward more effective delivery of services and reduction of duplication of services; (6) Review and make recommendations on human rights and human services issues prior to city council consideration; (7) Provide a forum for discussion of matters of social concern which affect the community; (8) Recommend when necessary means of financial support when prospective new programs or ideas are proposed; (9) Respond to requests by the city council for such recommendations and projects as assigned to it by the city council; (10) Hold joint meetings with the city council and other city commissions involved in the area of human relations at times convenient to the city council and the several commissions; (11) Listen to any complaint presented to it by any citizen concerning the police department or any officer or employee thereof and transmit the complaint without recommendation to the city manager and police chief for investigation.

recommendation	to the city manager and police emerior investigate		
Redlands	Human Relations Commission	9	

The powers, duties and responsibilities of the commission shall include, but are not necessarily limited to, the following: A. To foster mutual respect and understanding with regard to race, religion, national origin, age, gender, disability or other minority affiliation; B. To undertake such studies in any field of human relationship in the community as in the judgment of the commission will aid in effectuating its general purposes; C. To recommend such educational programs as, in the judgment of the commission, will increase goodwill among inhabitants of the community and open new opportunities into all phases of community life for all inhabitants; D. To hold public meetings, in the interest of the constructive resolution of prejudice and discrimination occasioned thereby; E. To issue such publications and reports as in its judgment will tend to effectuate the purposes of this chapter; F. To enlist the cooperation and participation of the various racial and nationality groups, community organizations, industry and labor organizations, media or mass communication, fraternal and benevolent associations, and other groups in an educational campaign devoted to fostering among the diverse groups of the community mutual esteem, justice and equity; G. To recommend to the city council that agencies under the jurisdiction of the city take such action as will fulfill the purposes of this chapter; H. To submit an annual report to the city council.

Agency	Board Name	Number of Members	Notes
Rialto	Human Relations Commission	7 Monthly me	etings

The functions of the Human Relations Commission are as follows: A. To promote harmony among all people living, working, visiting or attending school in the city by: 1. Designing and implementing, or supporting, multi-cultural events and other programs in collaboration with other city departments and agencies to promote harmony and combat illegal discrimination; 2. Identifying and building a directory of training and other types of programs designed to promote harmony among diverse populations; 3. Distributing information on training and other types of programs designed to promote harmony among diverse populations to city departments and agencies, schools, private businesses operating within the city, and organizations serving and representing the residents of the city; 4. Promoting accessibility to, and the use of, conflict resolution services by all people living, working, visiting, or attending school in the city; B. To promote an inclusive decision-making process in the city by identifying and recommending outreach programs and methods for providing reasonable accommodation to ensure all residents of the city have the opportunity to learn of, and provide input to, deliberations on policy decisions and activities that may affect them or their neighborhood; C. To inform and advise the mayor and city council about the state of community and intergroup relations by: 1. Identifying and/or receiving any issues that are alleged to be adversely affecting the ability of people to live and work together harmoniously in the city; 2. Conducting regular and special meetings in neighborhoods throughout the city to solicit feedback on the state of intergroup relations, effective human relations programs and issues that threaten to affect interpersonal and intergroup relations; 3. Providing a forum where issues may be presented that include, but are not limited to, claims of discrimination or unfair treatment relating to the actions of any person or public or private organization or agency within the city. It is expressly recognized that the commission is neither a policecivilian review board, nor an investigatory agency. The actions of the commission in response to claims of discrimination or unfair treatment will be limited to efforts to review, conciliate, mediate, and/or refer such matters to other programs and services; 4. Providing a report on the state of human relations in the city to the mayor and city council annually. Special reports may also be prepared at the request of the mayor or by decision of the commission; D. To promote global understanding by launching initiatives to establish sister-city relationships with communities in other nations.

Agency	Board Name	Number of Members	Notes
lichmond	Human Rights and Human Relations Commission	9	

The duties and functions of the Commission shall be as follows: (a) The Commission shall investigate and/or receive and hear complaints of: (1) Community tensions; (2) Practices and effects of discrimination; (3) Acts of prejudice against any party because of race, religion, age, sex, ancestry, marital status, familial status, economic status, sexual orientation, gender identity, weight, height, place of birth or disability; (4) Violations of basic human rights; or (5) Issues of environmental rights. (b) The Commission shall attempt to resolve such matters through consultation with, or with the advice of, the City Council or City staff, and may refer such matters to appropriate agencies. (c) The Commission shall provide assistance; consultation and mediation to such parties as shall request its help in matters, controversies or disputes which may arise between said parties and any department, agency or commission of the City of Richmond. (d) In instances involving City officials or agencies, the Commission shall work toward facilitating communication, understanding and improved relationships between City employees and the City, and shall not be construed as constituting an abridgement of the responsibilities, duties and functions of any department, agency or other commission of the City. (e) The Commission shall promote a culture of peace within Richmond communities, contributing to violence prevention efforts, and building tolerance and understanding among diverse populations. To this end, the Commission shall partner with the City of Richmond's Police Department, Office of Neighborhood Safety, Mayor, City Manager, and other City departments, commissions, community groups, organizations, businesses and collaboratives. (f) As deemed appropriate, the Commission may conduct any educational or informational programs, cultural exchanges or events which would promote human rights and build peaceful human relations in the City. (g) As deemed appropriate, the Commission may prepare and disseminate educational and informational materials. (h) The Commission shall consult with, and maintain contact with, other cities on human rights education and violence prevention efforts. (i) In collaboration with other organizations, the Commission shall educate the City of Richmond and the City of Richmond business community about the benefit of developing employment practices that promote the hiring of Richmond residents and groups that are statistically identified as challenging to employ. (j) The Commission shall consult with, and maintain contact with, other public agencies and with representatives of employers; labor unions; property owner associations; realtor associations; religious denominations and institutions; youth-based groups; professional associations; national origin groups; corrections departments; community organizations concerned with interracial, interreligious and intercultural understanding; social service organizations; and such other public and private organizations and institutions as the Commission shall deem advisable to further the objectives of this chapter. (k) As deemed appropriate, the Commission may initiate, coordinate, sustain and expand a strategically studied plan to reduce violations of human rights and to promote human relations. (I) The Commission shall also perform any other duties as may be requested by the City Council.

Agency	Board Name	Number of Members	Notes	
Riverside	Human Relations Commission	15		

The powers, duties and functions of the Human Relations Commission shall include, but not be limited to the following: 1. To advise the City Council on all problems of local inter-group relations; 2. To study the problems of prejudice and discrimination in the community and the causes thereof; 3. To work with other agencies, public and private, in developing programs to eliminate prejudice and discrimination; 4. To sponsor and encourage educational activities which tend to promote interracial, interfaith, and interethnic harmony, progress, and integration; 5. To foster mutual understanding and respect among all racial, religious, and national groups; 6. To prepare and submit an annual report to the City Council concerning human relations by the end of the fiscal year; 7. To recommend and coordinate effective systems to insure equal justice and access for the City of Riverside.

San Clemente	Human Affaris Committee	7 6 Meetings/Year

The Human Affairs Committee shall have the power and duty to: A. Act in an advisory capacity to the City Council in all matters pertaining to human needs within the City of San Clemente; B. Act as a sounding board for human needs within the community; C. Assess the human affairs needs of the community on a periodic basis; D. Establish a priority list of identified needs and reassess periodically; E. Perform such other duties as may be prescribed by the City Council.

San Diego	Human Relations Commission	17 No less than 1x/Month

The Commission shall: (a) Conduct programs designed to bring groups together to close gaps resulting from past discriminatory practices and to proactively address current or ongoing intergroup tensions. This includes holding public meetings on community—wide problems which may result in discrimination because of race, religion, color, national origin or ancestry, age, gender, sexual orientation, disability, medical condition, place of birth, citizenship, marital status, military service, or any other characteristic protected by applicable federal, state, or local laws; (b) Mediate disagreements among individuals, groups, and organizations which result from discriminatory practices within the scope of this Division; (c) Process complaints using the procedures in Section 26.0908(e) or make additional, appropriate referrals.

Agency	Board Name	Number of Members	Notes	
San Jose	Human Services Commission	13		

The commission shall have the following functions, powers, and duties: A. Implement the City of San José human rights policy and recommend programs which promote the fulfillment of human rights in the city. B. Study, review and evaluate and make recommendations to the city council relative to matters affecting human rights, including but not limited to discrimination based on race, color, ethnicity, national origin, disability, age, sex, marital status, sexual orientation, gender identity or religion, and relative to equal employment opportunity policies and practices within the city government and throughout the city. C. Advise and make recommendations regarding specific elements of the City of San José equal employment opportunity plan and programs affecting city employment.

San Leandro	Human Services Commission	9	

The Commission shall advise the Council on all matters relating to social conditions within the City, assess and report to the Council the social needs of the people, recommend to the Council methods for meeting such needs, and assist the Council in marshalling the human resources necessary to accomplish the foregoing. In discharge of this responsibility, the Commission shall: (a) Evaluate social services being provided within the City, and provide advice and assistance toward coordination thereof; (b) Provide motivation for the development of new social services as the need therefor is determined; (c) Coordinate the efforts of social service agencies to raise funds from the community; (d) Assist in the procurement of grants from public and private funding sources; (e) Study proposed programs and proposed budgets of social service agencies requesting City assistance and recommend Council approval or disapproval of such programs, budgets and requests. The Commission shall conduct periodic reviews or such programs and budgets and shall report to the Council on the implementation of such programs and expenditures of City funds and physical resources therefor. The Commission shall not be limited to those duties hereinbefore specifically set forth, but shall do all things necessary to identify the role and responsibility of the City of San Leandro in relation to social conditions, needs and aspirations within the City and to assist in the assumption of such role and the discharge of such responsibility by the City of San Leandro. In so doing, the Commission shall work with and seek the cooperation of individuals and public and private entities in bringing to bear the human resources or the community for the foregoing purposes.

Agency	Board Name	Number of Members	Notes	
San Luis Obispo	Human Relations Commission	7		

The functions of the human relations commission are: A. To promote mutual understanding and foster harmonious relations between persons and groups within the community, and provide a forum for residents to discuss problems relating to human rights and relations; B. To receive and investigate complaints concerning community tensions and acts of discrimination, and cooperate with and assist other human services groups which have similar purposes; C. To make recommendations to the council when action is proposed as a means to insuring community cooperation and understanding; D. To evaluate perceived inadequacies in human rights and services and to recommend possible action; E. To review and evaluate all city-funding requests from groups which provide human services; to provide liaison to recipients of grants-in-aid moneys, through personal contact and required activity and budget reports; F. Such duties, including studies and research, as the council deems necessary and appropriate and assigns to the commission.

Union City	Human Relations Commission	7 Quarterly Meetings	

The Human Relations Commission shall have the following duties and responsibilities: A. To study any problems of prejudice, discrimination and violence in the community and the causes thereof; B. To address and respond to bullying and harassment in all forms against individuals or groups in the City in conjunction with other agencies, both public and private; C. To work with City staff to create and maintain a formal process for filing Human Relations Commission complaints; D. To work with other agencies, public and private, in supporting programs to eliminate prejudice, discrimination, and violence; E. To initiate, encourage, and fund educational and other appropriate activities and awards which tend to promote community harmony, progress and integration; F. To foster mutual understanding and respect among individuals, and the protection of human rights and dignity; G. To advise the City Council on concerns and disparities in the community; H. To locate and anticipate potential areas of friction or inequity which might erupt into a breach of the peace, and to consult and advise with the groups and public officials primarily involved; I. By dialogue and conference, to seek to arrive at voluntary solutions designed to discourage and prevent any and all discriminations as stated in the Human Relations Commission statement of purpose; J. To recommend to the City Council the priority for social service funding when included in any State, federal or private grant applications; K. To act as a liaison, including to advocate, advise and educate, with local private organizations that receive social service funding through State, federal or private grants; L. To perform such other functions and render such other reports and recommendations as may be directed by the City Council; M. To only exercise the powers herein above enumerated.

Agency	Board Name	Number of Members	Notes
allejo	Human Relations Commission	5 Quarterly	Meetings/If Needed

The human relations commission shall have the following duties: A. Lead the community in efforts to foster understanding and appreciation of and for the many ethnic, racial, religious, and nationality groups and traditions present in Vallejo. The commission will engage in education, in the planning of specific events, and in other appropriate means to accomplish this function of understanding, appreciation, and celebration; B. Inform and consult with the city council and initiate processes to alleviate tension and conflict. These processes can include working with the groups involved through conference, mediation, persuasion, conciliation, and community meetings and forums. If any commission community meetings are held which specifically pertain to any governmental agency, the commission shall communicate with the head of that agency. For the purpose of alleviating tension and conflict, the commission may use other city council-approved processes. The commission will attempt to resolve tensions and conflicts in a relaxed climate of mutual understanding and trust, where possible; C. Make recommendations as appropriate, educating and referring the public to appropriate agencies and services in instances of perceived discrimination based upon the categories set forth in Section 2.40.010; work with staff or agency representatives in determining whether patterns of concern are valid; and, if valid, the commission may use the processes of conference, mediation, persuasion, conciliation, and community meetings and forums to enhance good community relations. If there is no existing procedure to address a citizen's concern, the commission may decide to investigate and act on that concern, using the processes of conference, mediation, persuasion, conciliation, and community meetings; D. Review, evaluate and make recommendations to staff, labor groups, the civil service commission and city council, so as to promote equal employment opportunity within the city of Vallejo, and fair contracting practices on a continuing basis; E. Consider issues that involve the relationship between the police, justice system, and the community as it relates to more effective communications. Make recommendations to the city council on findings; F. Submit report as deemed necessary to the city council on the state of human relations in the Vallejo area, focusing on both achievements and tensions, conduct special studies, if necessary, and formulate recommendations to city council on issues related to human relations; G. Recommend to the city council any legislation which would improve human relations and civil rights in Vallejo; H. Recommend to the city council any legislation or policy changes which would further address or implement the goals as set forth in Section 2.40.010.

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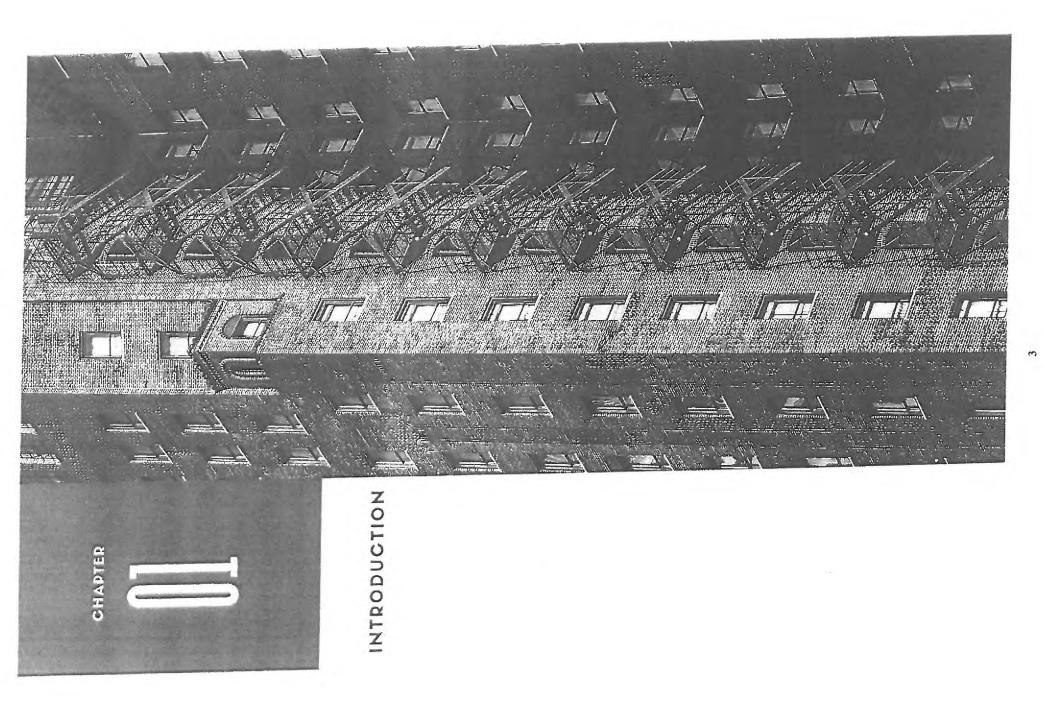
LOGAL OPTIONS FOR PROTECTING IMMIGRANTS

A COLLECTION OF CITY & COUNTY POLICIES TO PROTECT IMMIGRANTS FROM DISCRIMINATION AND DEPORTATION LENA GRABER | ANGIE JUNCK | NIKKI MARQUEZ



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LOCAL OPTIONS FOR PROTECTING IMMIGRANTS

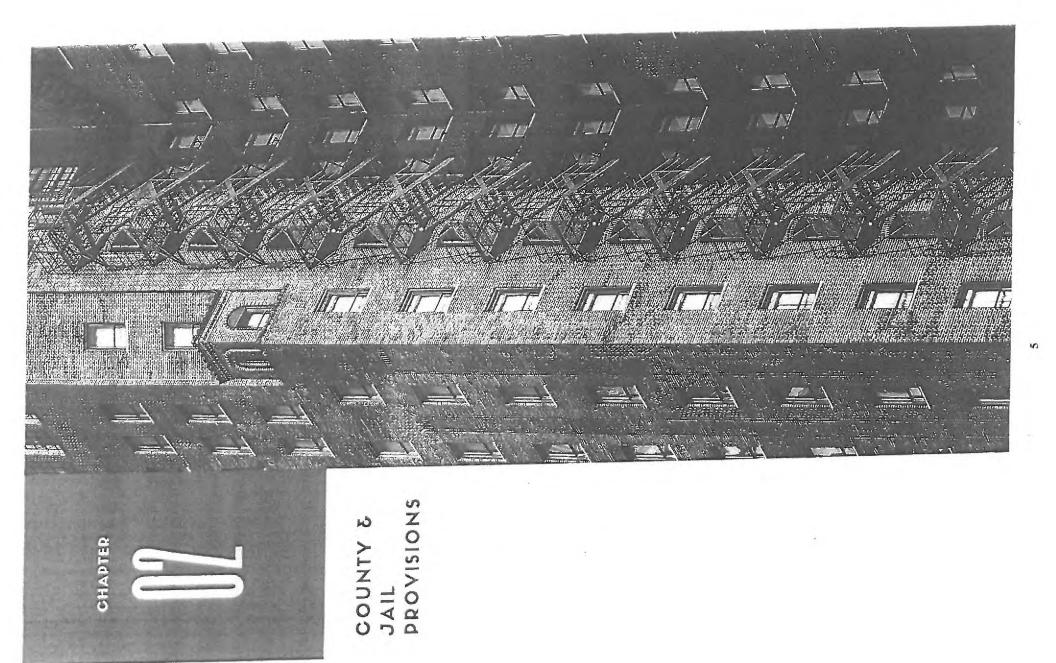
In response to President-elect Donald Trump's promise to deport two to three million immigrants when he takes office, many cities and counties across the United States are seeking to enact local policies (often referred to as "sanctuary" or "welcoming") to protect their immigrant residents.

These policies seek to keep immigrant communities safe, ensure that all individuals are treated equally (regardless of immigration status) devote local resources to local priorities, and uphold the Constitution.

At the forefront of this battle is when the local criminal legal system cooperates with Immigration & Customs Enforcement (ICE). Many local law enforcement agencies voluntarily offer assistance to ICE at their own expense.

Cities and counties have no legal obligation to help enforce federal immigration laws. In ceasing this voluntary cooperation, cities and counties can take important steps today to ensure that they do not serve as a pipeline to deportation.

This resource identifies and explains some key provisions that cities and counties can enact in order to protect immigrants from discrimination and deportation.



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In the majority of states in America, police departments take primary responsibility for patrolling cities and towns, while sheriffs manage and operate county jails. When police arrest a person, unless they are released very quickly, they will be brought to the county jail, run by the sheriff. Most people are turned over to ICE for deportation from these jails.

Therefore, the county jail's policies regarding assistance to ICE is where a local policy can have the greatest impact on deportation.

The following items are elements that advocates should consider in seeking to build a local policy that will prevent a simple police stop from being the gateway to deportation.

1. No 287(g) program

The 287(g) program is an agreement between Department of Homeland Security (DHS) and certain law enforcement agencies to allow local or state law enforcement officers to have some authority to enforce civil immigration laws. Under 287(g), local law enforcement are indistinguishable from federal immigration authorities, and immigrants may risk deportation proceedings as a result of any contact with law enforcement agents. Currently only about 32 agencies in the country participate in 287(g). Ending or preventing a 287(g) program is necessary to enacting any local sanctuary-type policy.

2. No Intergovernmental Service Agreement (IGSA)

An IGSA is a contract between a local jail and ICE to detain immigrants in deportation proceedings. Many counties make money off immigration detention, although in some cases, the counties actually lose money and are subsidizing ICE. When a local jail has an IGSA, immigrants may get transferred directly to ICE detention without due process. Individuals are often held in immigration detention for months without any guarantee of a lawyer or other basic rights. There is no legal obligation for localities to enter into immigration detention contracts.

For a list of immigration detention centers, see: www endisolation.org/resources/immigration-detention/

3. No detention on ICE holds to facilitate transfer to ICE

No jail should prolong the detention of an immigrant who is otherwise due for release under state law on the basis of an ICE hold or ICE detainer. This practice has been found unconstitutional or illegal by several federal courts.

See a summary of the court decisions here; https://www.iirc.org/immigration-detainers-legalupdate-october-2016

See a legal memo with further analysis here: https://www.ilrc.org/legal-analysis-immigration-detainers

4. General prohibitions on assistance or joint patrols with ICE

Local and state law enforcement have no authority to stop or arrest individuals based on immigration status or suspected civil immigration violations. Nor is there any obligation for officers to assist ICE in immigration enforcement, whether that involves providing ICE with information or conducting joint arrests or raids.

Real Policies in Practice

 "Effective Thursday, June 12, the Pennepin County Sheriff's Office will no longer honor U.S. Immigration and Customs Enforcement detainers absent judicial authority"

ii. It is the policy of the county to only honor civil immigration hold requests from United States. Immigration and Customs Enforcement for individuals that are accompanied by a criminal warrant issued by a U.S. District Court judge or magistrate.

iii. Effective immediately, we will no longer detain individuals based solely on a federal immigration detainer (Form I-247). A recent federal court ruling in Oregon makes it clear that these forms are not mandatory, but merely requests. Accordingly, we have no lawful reason to detain individuals who are otherwise releasable based on the issuance of an ICE detainer. Individuals having a valid arrest warrant issued by another jurisdiction or federal agency may still be detained according to our current protocol.

Real Policies in Practice

i. No law enforcement agency of the State of Oregon or of any political subdivision of the state shall use agency moneys, equipment or personnel for the purpose of detecting or apprehending persons whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of federal immigration laws

ii. Officers shall not contact ICF or CBP for assistance on the basis of a suspect's or arresteels race, ethnicity national origin...

iii. Officers shall not prolong any stop in order to investigate immigration status or to allow CBP or ICE to investigate immigration status.

5. No ICE agents or officers in jails

Although local law enforcement agencies have no obligation to assist ICE, ICE agents often have unfettered access to detainees, databases, and in some jails even have desks and offices of their own within the local jail. In others, they visit daily or multiple times per week. ICE agents may get access to the booking information of individuals (which includes foreign birth and address), and sometimes are able to log in directly to the jail's databases.

Given this broad access to jail data and people in custody, ICE is able to interrogate people who are detained about their immigration status or place of birth, often doing so in a threatening and coercive way, and then uses this information to deport them. Often due to abusive, deceptive ICE practices, jurisdictions have determined that they will not let ICE into the secure area of the jail to interrogate inmates. Others have established procedures for individuals to give knowing consent before agreeing to such ICE interviews.

6. Don't ask about immigration status or place of birth

Immigration status is irrelevant to criminality and to regular enforcement of criminal laws or protection of public safety. Many jurisdictions prohibit inquiring into immigration status by local law enforcement or other agencies, particularly in order to mitigate potential racial or ethnic profiling.

Real Policies in Practice

i. The District shall not provide to any ICE agent an office, booth, or any facility or equipment for a generalized search of or inquiry about inmates or permit an ICE agent to conduct an individualized interview of an inmate without giving the inmate an opportunity to have counsel present.

ii. In advance of any interview between ICE and an individual in local law enforcement custody regarding civil immigration violations, the local law enforcement entry shall provide the individual with a written consent term that explains the purpose of the interview, that the interview is voluntary, and that he or she may decine to be interviewed only with his or her attorney present.

The written consent form shall be available in English. Spanish, Chinese, Tapalog, Vietnamese, and Korean. The written consent form shall also be available in any additional languages that meet the county threshold as defined in subdivision(d) of Section 128552 of the Health and Safety Code if certified translations in those languages are made available to the local law enforcement agency at no cost.

Real Policies in Practice

i. Do not ask the detained about his/her immigration status or place of birth

ii. [Officers] may not inquire about a person's civil immigration status unless civil immigration status is necessary to the ongoing investigation of a criminal offense, it is important to emphasize that personal characteristics are not a reason to ask about civil immigration status.

iii. Acceptable forms of identification, which must include a photograph of the individual. Include, but are not limited to driver's licenses from any U.S. state or foreign country, government-issued IDs by a U.S. jurisdiction, foreign passports, and consular ID cards. An individual should not be stopped or detained solely for the purpose of establishing his or her identity. [Officers] may utilize federal databases in attempts to establish an individual's identity. [Officers] shall utilize federal databases in attempts to establish an individual's identity only when all other attempts to identify the person have failed.

7. No notifications of release dates

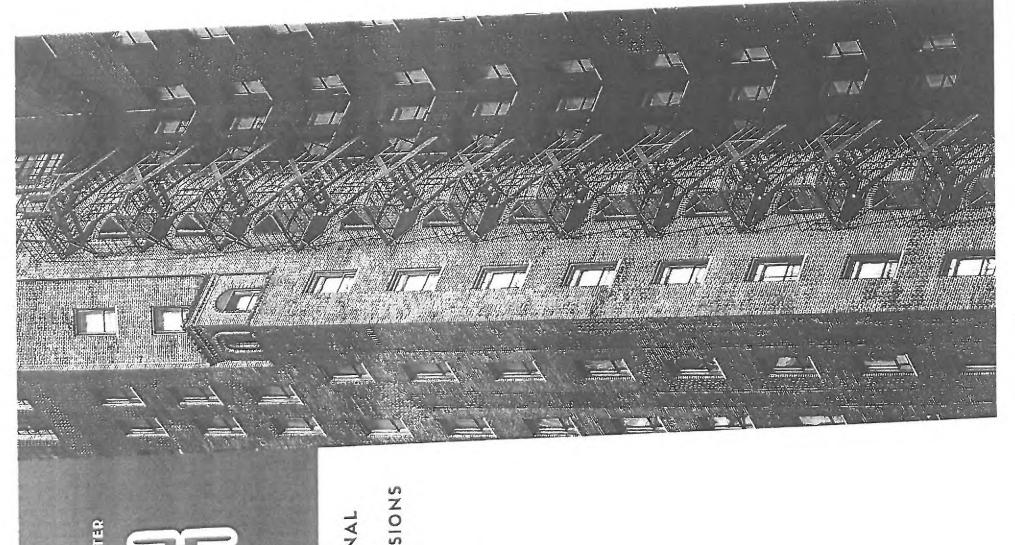
In some places that will not agree to detain immigrants for an ICE arrest, ICE sends a request for notice of release date, so that they can arrive in time to seize the person exactly when they would be leaving the jail. This practice has the exact same effect as the other ICE detainer request — it turns the jail into a pipeline to deportation and undermines local law enforcement's ability to engage with immigrant communities. Stopping this practice is, therefore, important for any sanctuary-type policy.

Real Policies in Practice

i. Unless ICE agents have a criminal warrant, or County officials have a legitimate law enforcement purpose that is not related to the enforcement of immigration laws, ICE agents shall not be given access to individuals or allowed to use County facilities for investigative interviews or other purposes, and County personnel shall not expend their time responding to ICE inquiries or communicating with ICE regarding individuals incarceration status or release dates while on dury.

ii. 1. The department [shall not honor a civil immigration detainer by: (i) holding a person beyond the time when such person would otherwise be released from the department's custody, except for such reasonable time as is necessary to conduct the search specified in paragraph two of this subdivision, or (ii) notifying federal immigration authorities of such person's release.

iii. No department, agency, commission, officer, or employee of the City and County of San Francisco shall use any City funds or resources to assist in the enforcement of Federal immigration law or to gather or disseminate information regarding the immigration or release status of individuals or any other such personal information as defined in Chapter 121 in the City and County of San Francisco unless such assistance is required by Federal or State statute, regulation, or count decision.



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CRIMINAL LEGAL PROVISIONS

1. Provisions to Protect Equal Rights for Immigrants in Criminal Courts

Because of perceived lack of immigration status, immigrants are often discriminated against within the criminal legal system. To the right are some provisions related to ensuring that immigrants have equal access to bail, jail alternatives treatment programs, and other protections in the criminal legal process so that they can have fair and just outcomes of their criminal case. This in turn may mitigate the risk of deportation.

These examples are not exhaustive of issues affecting immigrants within the criminal legal process.

2. Criminal Courts

Criminal courts have a duty to administer justice fairly and impartially. To the right are some provisions to ensure that criminal courts do not discriminate against immigrants and afford them due process.

Real Policies in Practice

I. Any inniate who has bondable charges upon admission shall be allowed to post hord to secure his or her release. An immigration detainer request or an administrative warrant shall not inhibit an inmate's ability to post bond.

ii. Inmates with an ICE detainer will be sent to court for their commitment charge(s) as a straightfour court appearance. In the event all local charges are disposed of, the inmate will not be returned to the Correctional facilities.

iii. Neither the Illinois Department of Corrections nor any other State of Illinois law enforcement agency may consider an immigration detainer or administrative immigration warrant in determining an individual's eligibility or placement in any educational, rehabilitative, or diversionary program described in Chapter 730 of the Illinois Compiled Statutes or any other educational, rehabilitative or diversionary program administered by a law enforcement agency.

Real Policies in Practice

It is the policy of the King County Superior Court that warrants for the arrest of individuals based on their immigration status shall not be executed within any of the King County Superior Court courtrooms unless directly ordered by the presiding judicial officer and shall be discouraged in the King County Superior Court courthouses unless the public's safety is at immediate risk.

Procedural protections: Stop courts from inquiring into immigration status and to provide warnings about possible immigration consequences of a plea, e.g. CA Penal Code 1016.5

See also: http://immdefense.org/wp-content/uploads/2011/11/IDP_Judicial_Inquiry_Into_Status_Jan20111.pdf

See also: http://www.immdefense.org/wp-content/uploads/2011/11/postpadillaFINALNov2011.pdf

CRIMINAL LEGAL PROVISIONS

3. Criminal Defenders

Criminal defenders have a constitutional duty under the Sixth Amendment of the U.S. Constitution to affirmatively and competently advise of the immigration consequences of criminal offenses. Because even misdemeanor offenses can have devastating immigration consequences, it is crucial that defenders be armed with the resources to comply with this duty.

4. Prosecutors

Similarly, prosecutors should adopt written local policies and/or practices where they consider the immigration consequences to the defendant and their family during plea negotiations. This can help result in a criminal case outcome that will mitigate or prevent deportation or other immigration consequences. Even the U.S. Supreme Court has stated that such consideration can only be beneficial for both parties. Prosecutors may also voluntarily share information with ICE or report people to ICE and these practices should be prohibited.

5. U Visa Policies

One simple thing that local and state law enforcement, prosecutors, judges, and certain other agencies can do, is establish policies and protocols for signing U visa certifications.

A U Visa is immigration relief for victims of certain crimes who have been, or are likely to be, helpful to law enforcement in the investigation or prosecution of a crime that can lead to a green card.

The first step in applying for a U visa is to obtain a U Visa certification from one of the aforementioned agencies.

Real Policies in Practice

Sample Policy Language: Defense counsel shall provide accurate and affirmative advice about the immigration consequences and when consistent with the goals of the defendant shall defend against those consequences.

Sample model:

www.ilic.org/snes/default/files/resources/protocols_for_e nouning_effective_defense_of_nonotizen_defendants_in _ca_ort_2015.pdf

Real Policies in Practice

Sample Language: The prosecution, in the interests of justice, shall consider the avoidance of adverse immigration consequences in the plea negotiation process as one factor in an effort to reach a just resolution.

Real Policies in Practice

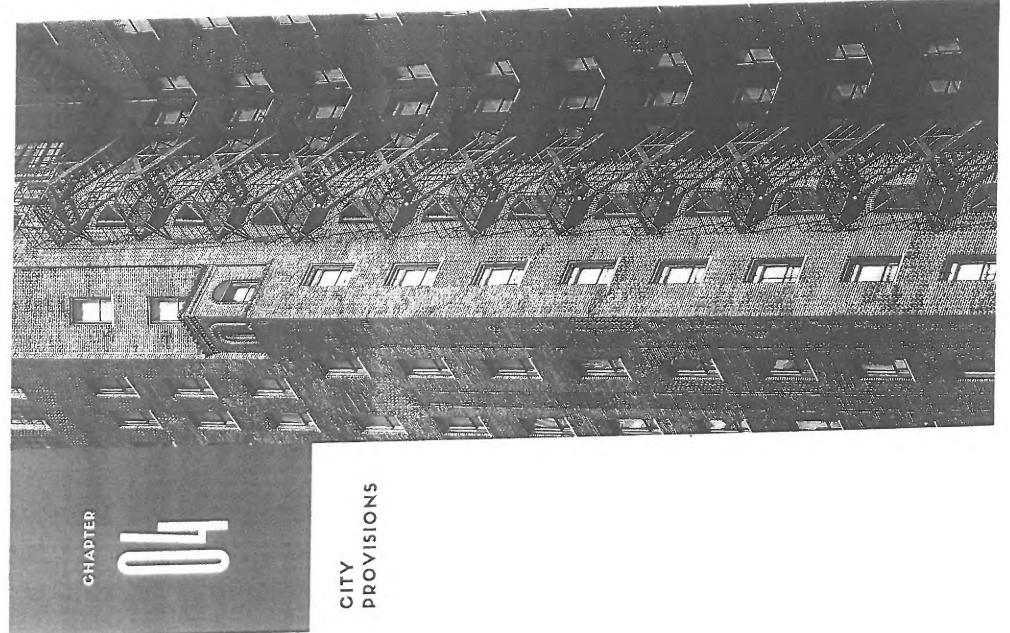
Sample guidance can be found here: https://www.irc.org/sites/default/files/resources/u_visa_

basics_for_law_enforcement.pdf

When advocating with law enforcement, this guidance

from DHS may be helpful. https://www.dhs.gov/xlibrary/assets/dhs_u_visa_certific

https://www.dhs.gov/xiibrary/assets/dhs_u_visa_centro ation_gu:de.pdf



CITY PROVISIONS

In addition to interactions with ICE at the county level, individuals may come in contact with ICE through local police. Although ICE accesses most people from the county jail/sheriff's department (see Part I above), there are still policies that police and cities can adopt to mitigate ICE's presence and immigration consequences. If your city runs a jail, see the various jail policy advice above.

1. General prohibitions on assistance or joint patrols with ICE

Local and state law enforcement have no authority to stop or arrest individuals based on immigration status or suspected civil immigration violations. Nor is there any obligation for officers to assist ICE in immigration enforcement, whether that involves providing ICE with information or conducting joint arrests or raids.

2. Don't ask Policies

Cities interact with individuals in a number of ways on a regular basis. It is important that during those interactions immigration status is not requested or investigated since it is a civil immigration matter outside the city's jurisdiction. Policies can make clear that city agencies and departments, including local police, should not solicit information about immigration status.

Real Policies in Practice

i. No department, agency, commission, officer, or employee of the City and County of San Francisco shall use any City funds or resources to assist in the enforcement of Federal immigration law

ii. No law enforcement agency of the State of Oregonor of any political subdivision of the state shall use agency moneys, equipment or personnel for the purpose of detecting or apprehending persons whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of federal immigration laws.

Real Policies in Practice

 No agent or agency shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person unless such inquity or investigation is required by Illinois State Statule, federal regulation, or court decision.

3. Prohibition on NCIC Immigration Arrests

Police use the national NCIC database to check whether individuals in their custody have outstanding warrants. ICE also puts administrative immigration warrants for civil violations into NCIC, which confuses law enforcement officers, who generally do not have legal authority to make arrests on the basis of civil immigration violations.

Real Policies in Practice

 Hartford police officers shall not make arrests or detain individuals based on administrative warrants for removal entered by ICE into the National Crime Information Center database.

CITY PROVISIONS

4. Prohibition on joint operations with ICE

In addition to 287(g) agreements with counties discussed above, ICE will also rely on local law enforcement for resources and assistance with their immigration efforts. Police are not required to divert their resources to federal law enforcement for the investigation of civil immigration matters.

5. No holds and no notifications of release dates

As previously discussed under counties above, police generally take individuals to jail, which are operated by the county sheriff's department. While it's through the sheriff that ICE is able to pick up individuals, police departments do hold individuals and may receive hold or notification (also called detainer) requests. As a result, it is important that local police have policies against holds and notifications.

Real Policies in Practice

i. Members are not permitted to accept requests by ICE or other agencies to support or assist in immigration enforcement operations, including but not limited to requests to establish traffic perimeters related to immigration enforcement. In the event a member receives a request to support or assist in a civil immigration enforcement action he or she shall report the request to his or her supervisor, who shall decline the request and document the declination in an interoffice memorandum to the Superintendent through the chain of command.

ii. Sweeps intended solely to locate and detain undocumented immigrants shall not be conducted. Staff will not participate in ICE organized sweeps to locate and detain undocumented residents.

Real Policies in Practice

i. If a CCPD arrestee receives an ICE detainer request, it should be attached to the booking forms indicating that the detainer was received. The jailer/booking officer shall write the word "REJECTED" at the top of the detainer. The ICE detainer will not be honored without documentation indicating a Federal Probable Cause hearing has occurred.

ii. Unless an agency or agent is acting pursuant to a legitimate law enforcement purpose that is unrelated to the enforcement of a civil immigration law, no agency or agent shall ...while on duty, expend their time responding to ICE inquiries or communicating with ICE regarding a person's custody status or release date.

CITY PROVISIONS

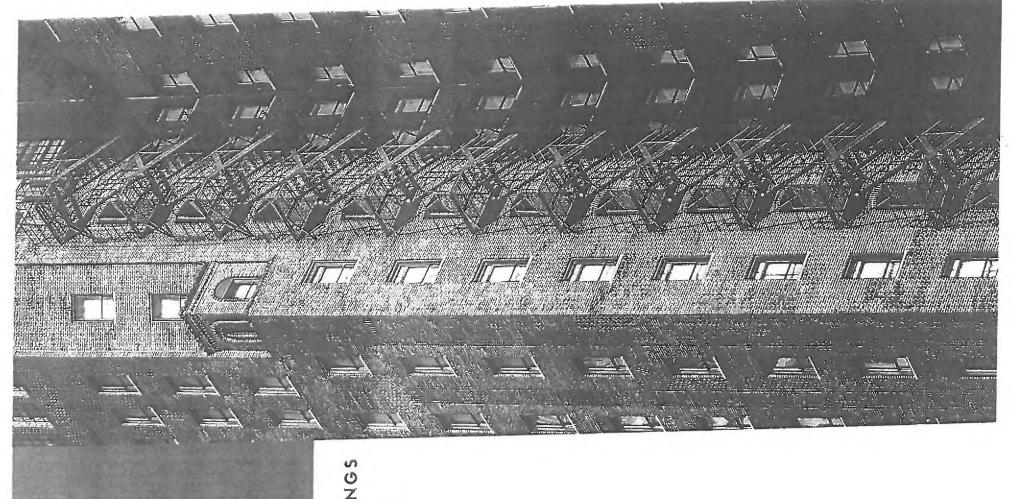
5. Statement of Support

While a statement of support does not provide any benefits or protections, it does signal the city's commitment to inclusiveness and protecting the rights of all residents, including immigrants. These statements can take many forms and are an important vehicle for easing fears within the immigrant community, as well as holding officials accountable or laying the groundwork for an enforceable policy later on.

Real Policies in Practice

i, It is hereby affirmed that the City and County of San Francisco is a City and County of Refuge.

ii. The vitality of the City of Chicago (the "City"), one of the most ethnically, racially and religiously diverse othes in the world, where one-out-of-five of the City's residents is an immigrant, has been built on the strength of its immigrant communities. The City Council finos that the cooperation of all persons, both documented chizens and those without documentation status, is essential to achieve the City's goals of protecting life and property preventing crime and resolving problems. The City Council further finds that assistance from a person, whether documented or not, who is a victim of, or a witness to a crime is important to promoting the safety of all its residents. The cooperation of the City's immigrant communities is essential to prevent and solve crimes and maintain public order, safety and security in the entire City. One of the City's most important goals is to enhance the City's relationship with the immigrant communities.



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OTHER THINGS CITIES AND COUNTIES CAN DO

In addition to the policies listed above, cities can take a number of additional actions:

 Ensure city benefits and services are available without regard to immigration status.

City employees will serve all residents and city services will be accessible to all residents, regardless of immigration status. Seattle Resolution 30672 passed in 2004 reaffirms Ordinance 121063 and states that City agencies and law enforcement cannot withhold services based on several identities, including ancestry, race, ethnicity, national origin, color, age, sex, sexual orientation, gender variance, marital status, physical or mental disability, or religion.

• Issue municipal IDs that can also serve as a form of identification when working with local police.

IDNYC is the new, free identification card for all New York City residents, which gives all of us the opportunity to show who we are—New Yorkers.

 Provide language services so that foreign language speakers are able to access services.

All City agencies that provide direct public services shall ensure meaningful access to such services by taking reasonable steps to develop and implement agency-specific language assistance plans regarding LEP persons.

 Establish an office dedicated to Civic Engagement and Immigrant Affairs to enact city or county-wide programs such as the integration of immigrant services (e.g. citizenship outreach), language access, and other programs.

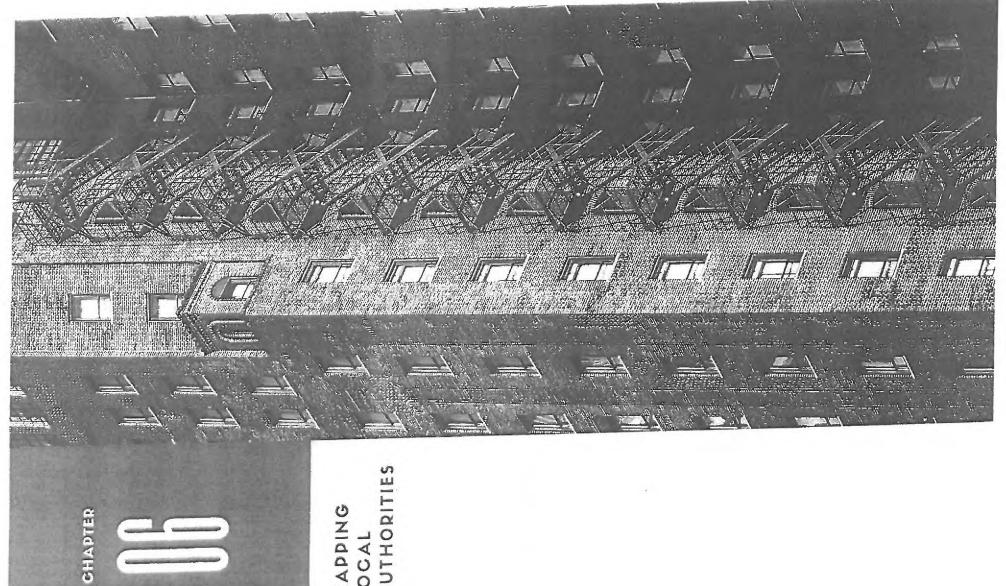
See: www.sfgov.org/oceia

 Establish a fund for appointed representation of individuals in deportation proceedings.

Chicago Legal Protection Fund

Enact safety policies within the school districts.

See: https://www.nilc.org/wpcontent/uploads/2016/12/Model-Campus-Safe-Zones-Language-K12-countrywide-2016-12.pdf



MAPPING LOCAL AUTHORITIES

Who has the power to make policy about ICE collaboration at the local level?

Law enforcement reports to local government. Sheriffs or county law enforcement often report to county-level government, such as a county executive, or a county commission or board of supervisors. Power over the sheriff's budget can be an important avenue for establishing new rules about collaboration with ICE, if an independent rule is hard to obtain. This chart examines common figures in county-level governance and law enforcement.

	Sheriff	County Executive	County Council or Board
Type of Power	Sheriff often manages county or regional jails May have custody of both pre-trial inmates and those serving fairly short sentences Most Sheriffs and Sheriff Deputies have arrest and enforcement powers, but some only run jails and don't have patrols	Could have many names Doesn't exist in many states Likely controls county budget or oversees county-wide agencies	A legislative body with power to write county-wide laws Can call meetings and oversight hearings or demand information from law enforcement Some states have County Boards, which are a similar law-making body of elected officials May also be called County Commission
Jurisdiction	Sheriffs are usually the county-wide law enforcement and jail authority Usually have power to make arrests and detain people throughout the county	Governs the whole county May be the primary local executive authority for small towns without their own council or mayor	A County Commission/Board/ Council passes county budgets and other county laws and regulations Generally a county law cannot be overruled by a city-level law
Elected or appointed	Sheriffs are often elected by the people of the county, but not always.	May be elected or appointed	•Usually elected by all the residents of the county

MAPPING LOCAL AUTHORITIES

Who has the power to make policy about ICE collaboration at the local level?

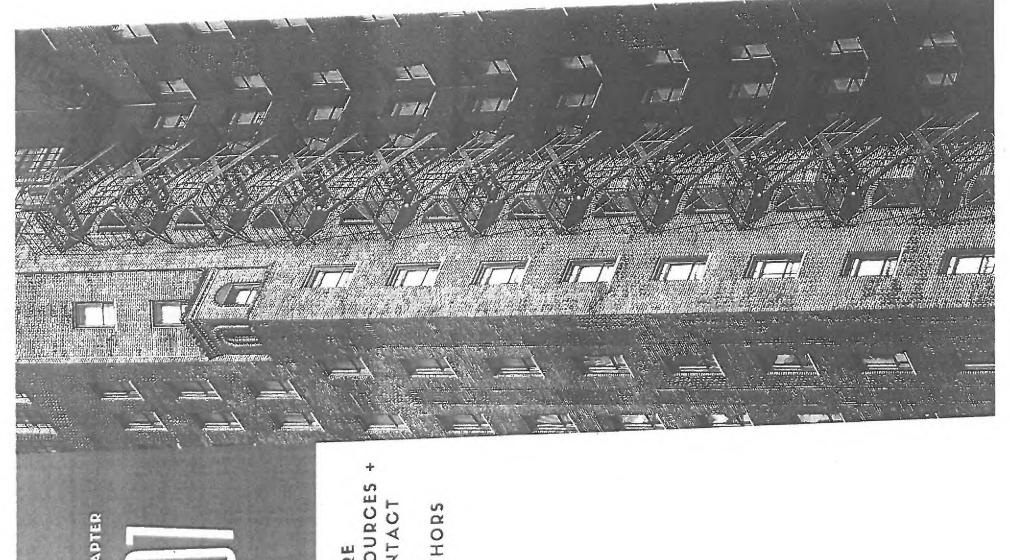
Most towns have a municipal police department that is accountable to a governing body or authority, a mayor or city council, for example. It is often these governing bodies that create the rules that law enforcement must follow. In addition, the city government will also control the police budget, which can be an important wedge.

	Police Chief or Commissioner	Mayor or City Manager	City Council	
Type of Power	 Police can make arrests, search, and detain people Chief is the head of city police Authority over police practices, training, and protocol Police usually manage the city jail or hold rooms, where people would be held during temporary detention after arrest 	 Mayor is generally in charge of running a town or city Usually manages local budgets and oversees city agencies May have managerial authority to tell police or jails what to do Some towns have a City Manager, which is similar to a Mayor 	City Council is a group of officials with power to pass local laws, often called ordinances May also conduct oversight hearings of the jail or police Likely has a subcommittee with specific focus on police, public safety, or immigration issues In some cities has power to appoint the mayor or city manager	
Jurisdiction	 Highest authority for the local (city) police department No jurisdiction over neighboring towns May detain people after arrest or before trial 	Mayor is the chief executive of a town or city, like the President, but on a local level Usually has power to pass executive orders Does not have authority over other towns	City Council is usually the legislative branch of city government Does not have power to override county or state laws	
Directed or - appointed position or reached by promotion		Usually elected by residents of the city, but may be appointed by a city council	Council Members may be elected at large or based on wards or districts	



But remember, every jurisdiction's structure is different! These charts describe common authorities and powers of city government and law enforcement.





ADDITIONAL RESOURCES

For more detailed explanation of ICE enforcement programs in local jails, see these other ILRC resources:

- Guide to the Criminal Alien Program
- Guide to the Priority Enforcement Program (PEP-Comm)
- A comprehensive guide to separating local law enforcement from ICE

CONTACT

This resource was authored by:

- Lena Graber, Special Projects Attorney
- Angie Junck, Supervising Attorney
- Nikki Marquez, Law Fellow

This resource can be downloaded directly from: https://www.ilrc.org/local-options

For questions about this resource, please email:

Lena Graber (Igraber@ilrc.org),
Angie Junck (ajunck@ilrc.org) or
Nikki Marquez (nmarquez@ilrc.org) with
"[Local Options Resource]" included in the subject
line of your request.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City designating the Representatives authorized to order the deposit and withdrawal of monies with financial institutions on behalf of the Community Development C

CITY OF NATIONAL CITY, CALIFORNIA COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY COUNCIL AGENDA STATEMENT

MEETING DATE: August 15, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City designating the Representatives authorized to order the deposit and withdrawal of monies with financial institutions on behalf of the Community Development Commission-Housing Authority.

PREPARED BY:

Carlos Aguirre, Housing and Econ. Dev. Mgr.

PHONE: 619-336-4391

DEPARTMENT: Housing and Econ. Dev.

APPROVED BY:

EXPLANATION:

The Board of Commissioners of the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") is responsible for designating those staff persons authorized to approve deposits and withdrawals of funds on behalf of the CDC-HA. Due to staffing changes since the last authorizing Resolution for the Community Development Commission of the City of National City, the item before you is a request to update the list of authorized individuals.

The proposed resolution would concurrently designate Leslie Deese, Executive Director for the CDC-HA; Brad Raulston, Deputy City Manager; Alfredo Ybarra, Director of Housing and Economic Development; and Mark Roberts. Director of Finance.

and Mark Rober	ts, Director of Finance.				
FINANCIAL STA ACCOUNT NO.			APPROVED:	Wark Catal	Finance
	oject and, therefore, no	t subject to CEQA env	vironmental	review.	
STAFF RECOM	MENDATION:				
Adopt the Resol	ution.				
BOARD / COMM	IISSION RECOMMENDA	TION:			
IVA					

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2017 -

RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY DESIGNATING THE OFFICIALS AUTHORIZED TO ORDER THE DEPOSIT AND WITHDRAWAL OF MONIES WITH FINANCIAL INSTITUTIONS ON BEHALF OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

BE IT RESOLVED by the Community Development Commission-Housing Authority of the City of National City ("CDC-HA") that the following CDC-HA officers or their successors in office shall be authorized to order the deposit and withdrawal of monies with financial institutions on behalf the CDC-HA:

Leslie Deese, Executive Director	
Brad Raulston, Deputy City Manger	
Alfredo Ybarra, Director of Housing and Economic Development	
Mark Roberts, Director of Finance	
PASSED and ADOPTED this 15th	day of August, 2017.
	Ron Morrison, Chairman
ATTEST:	
Leslie Deese, Secretary	
APPROVED AS TO FORM:	
Angil P. Morris-Jones General Counsel	